



**STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION (DESE)
GRANT DOCUMENT-AMENDMENT #001**

TITLE: Adult Education and Literacy (AEL) Program

CONTACT PERSON: Monica Silvey
(573) 751-1249
Monica.silvey@dese.mo.gov

ISSUE DATE: 03/01/2013

RETURN APPLICATION NO LATER THAN:
4:00 PM, March 29, 2013

MAILING INSTRUCTIONS: Print or type AEL PROGRAM GRANT APPLICATION on the lower left hand corner of the envelope or package.

RETURN APPLICATION TO:
MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
ADULT EDUCATION AND LITERACY SECTION
ATTN: AEL GRANT APPLICATION
205 JEFFERSON STREET
PO BOX 480
JEFFERSON CITY MO 65102-0480

GRANT PERIOD: July 1, 2013 through June 30, 2014 with renewals see 2.4.12

The applicant hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions in the grant application. The applicant further agrees that the language of this application shall govern in the event of a conflict with his/her application. The applicant further agrees that upon receipt of an authorized purchase order from the DESE or when this grant is countersigned by an authorized official of the State of Missouri, a binding grant shall exist between the applicant and the DESE.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.
PHONE NO.	FAX NO.	E-MAIL ADDRESS
CONTRACTOR'S DUNN AND BRADSTREET (DUNS) NUMBER		

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:	
TITLE	DATE



**STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION (DESE)
GRANT DOCUMENT-AMENDMENT #001**

AMENDMENT #001 TO AEL PROGRAM GRANT DOCUMENT

TITLE: ADULT EDUCATION AND LITERACY (AEL) PROGRAM

CONTRACT PERIOD: July 1, 2013 through June 30, 2014 with renewals see 2.4.12

Applicants are hereby notified of the following changes and/or clarification:

3.3.3 B. 1. Core Indicator 1: Literacy Skills

Wording added: *When responding to i through ix below, the applicant must refer to each of the services (ABE, ASE, and ELL) where applicable. If services to ABE/ASE or if services to ELL are less than 10% of your student population, the applicant is only required to respond to items ii and iii for the population that is less than 10%.*

3.3.4 A.

Wording added: *Of this number indicate the planned number to be served in category A – Adult education and literacy services; category B – Family literacy services; and/or category C – English literacy program (English Language Learner services).*

All Changes indicated in *italics* in Grant Document.



**STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION (DESE)
GRANT DOCUMENT**

TITLE: Adult Education and Literacy (AEL) Program

CONTACT PERSON: **Monica Silvey**
(573) 751-1249
Monica.silvey@dese.mo.gov

ISSUE DATE: January 11, 2013

RETURN APPLICATION NO LATER THAN:
4:00 PM, March 29, 2013

MAILING INSTRUCTIONS: Print or type AEL PROGRAM GRANT APPLICATION on the lower left hand corner of the envelope or package.

RETURN APPLICATION TO:
MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
ADULT EDUCATION AND LITERACY SECTION
ATTN: AEL GRANT APPLICATION
205 JEFFERSON STREET
PO BOX 480
JEFFERSON CITY MO 65102-0480

GRANT PERIOD: July 1, 2013 through June 30, 2014 with renewals see 2.4.12

The applicant hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions in the grant application. The applicant further agrees that the language of this application shall govern in the event of a conflict with his/her application. The applicant further agrees that upon receipt of an authorized purchase order from the DESE or when this grant is countersigned by an authorized official of the State of Missouri, a binding grant shall exist between the applicant and the DESE.

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NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:	
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1. Introduction and General Information

1.1 Introduction:

1.1.1 This document constitutes a request for competitive applications for the Adult Education and Literacy (AEL) Program.

1.1.2 Organization - This document, referred to as a Grant Application (Application) is divided into the following parts:

- Introduction and General Information
- Grant Requirements
- Submission Information
- Terms and Conditions
- Attachment A: National Reporting System (NRS) Descriptions
- Attachment B: Financial Guidelines
- Attachment C: Employee Bidding/Conflict of Interest
- Attachment D: Program Proposal Outline
- Attachment E: Detail Budget Example with Example of Detailed Budget Narrative
- Attachment F: Object Codes
- Attachment G: Participation Commitment Form
- Attachment H: Documentation of Intent to Participate Form
- Attachment I: Missouri Service/Disabled Veteran Enterprise Preference

1.2 Pre-Application Meeting/Teleconference

1.2.1 A pre-bid meeting/teleconference regarding this application will be held on Thursday, January 31, 2013, from 10:00 a.m. to 12:00 p.m. in room 490/492 of the Harry S Truman Office Building, located at 301 West High Street, Jefferson City, Missouri.

- A. Applicants may opt to travel in or dial into the meeting by using the bridge or toll free number 526-5712/866-630-9350. The state operators will open the port for you. The line will be open beginning at 9:45 a.m. central time. Up to thirty (30) callers may participate.
- B. The DESE asks that the caller(s) use a phone with mute capability so that background noise is minimized.
- C. Applicants participating in the meeting via the telephone are requested to send an e-mail to monica.silvey@dese.mo.gov after the pre-application meeting indicating their participation in the meeting.

1.2.2 All potential applicants are encouraged to participate in the meeting in order to ask questions and provide comments on the application. Participation is not required to submit a response; however, applicants are encouraged to participate since information relating to the application will be discussed in detail. The applicant should become familiar with the application and develop all questions prior to the meeting in order to ask questions and otherwise participate in the public communications regarding the

application. Applicants should have a copy of the application with them for the meeting since it will be used as the agenda.

- A. Prior to the meeting, the applicant may submit written communications and/or questions via e-mail to monica.silvey@dese.mo.gov regarding the application. Such prior communications will provide the DESE with insight into areas of the grant which may be brought up for discussion during the meeting and which may require clarification.
- B. During the meeting, questions received prior to the meeting will be addressed, but it may remain the sole responsibility of the applicants to ensure that all issues previously presented by the applicant, including any questions regarding the application or areas of the application requiring clarification, are addressed.
- C. Any changes needed to the application as a result of discussions from the meeting will be accomplished as an amendment to the application. Formal minutes of the meeting will not be maintained; however, a listing of questions and answers will be posted on the AEL Section website as a separate link to the application a few business days after the meeting. Name(s) shall not be disclosed on the document.
- D. Applicants are strongly encouraged to advise the DESE within five (5) working days of the scheduled meeting of any accommodations needed for disabled personnel participating in the conference so that these accommodations can be made.

1.3 Background Information

1.3.1 According to the Workforce Investment Act (WIA), Title II, Section 202, the purpose of the Adult Education and Literacy Act is to:

- A. Assist adults to become literate and obtain the knowledge and skills necessary for employment and self-sufficiency;
- B. Assist adults who are parents to obtain the educational skills necessary to become full partners in the educational development of their children; and
- C. Assist adults in the completion of a secondary school education.

1.3.2 Where grant requirements are specifically based on Federal Law, the specific Federal law reference is noted. All other requirements are state imposed requirements.

1.3.3 Entities eligible to receive grant(s) awarded through this competitive process are (WIA, Sec 203(5)):

- A. A local educational agency;
- B. A community-based organization of demonstrated effectiveness;
- C. A volunteer literacy organization of demonstrated effectiveness;
- D. An institution of higher education;
- E. A public or private nonprofit agency;
- F. A library;
- G. A public housing authority;

- H. A nonprofit institution that is not described in any of subparagraphs A through G and has the ability to provide literacy services to adults and families; and
 - I. A consortium of the agencies, organization, institutions, libraries, or authorities described in any of subparagraphs A through H.
- 1.3.4 The National Reporting System (NRS) is the accountability system for the federally funded and state-administered adult education program. It addresses the accountability requirements of the Adult Education and Family Literacy Act. The NRS creates the guidelines Missouri follows regarding data collection and reporting.
- 1.3.5 Missouri Connections is the recognized tool for programs to use with their students to assist them in meeting employment and post-secondary goals.
- 2. Grant Requirements**
- 2.1 General Requirements**
- 2.1.1 The grantee shall provide services and instruction in one or more of the following categories (WIA Sec.231 (b)):
- A. Adult education and literacy services;
 - B. Family literacy services;
 - C. English literacy programs (English Language Learner services).
- 2.1.2 The grantee shall provide services and instruction to adults who are below the Post-secondary level who (WIA Sec.203 (1))
- A. Have attained 16 years of age – in Missouri a 16 year old must also have completed 16 units of high school credit or the individual must be at least 17 years of age.
 - B. Are not enrolled or required to be enrolled in secondary school under State law; and
 - C. -Lack sufficient mastery of basic educational skills to enable the individuals to function effectively in society;
-Do not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or
-Are unable to speak read or write the English language.
- 2.1.3 While AEL funds may not be used for serving those 16 and under, exceptions may be made by the local program if they decide to use AEL funds for family literacy if such programs, services, or activities are related to family literacy services (See Special Rule, WIA section 231 (d))
- 2.1.4 Serving the Disabled

Each grantee must provide facilities and instruction to eligible individuals so that it meets the requirements of the Americans with Disabilities Act of 1990 as Amended. Services shall be provided to allow the individual to participate on an equal basis with non-disabled peers.

Local Procedure in Serving the Disabled:

- A. The individual declares he/she has a disability and requests a modified method for receiving services.
- B. The individual provides documentation from a qualified professional as to the nature and severity of the disability.
- C. The local program, in collaboration with the State AEL office and legal counsel (if needed), makes a determination as to whether or not the request is reasonable.
- D. If it is determined the request is reasonable, the local program, in collaboration with the State AEL office (if needed), will work with the student to determine the best method to provide accommodation.
- E. If it is determined the request is not reasonable, the local program may refer the individual to an appropriate agency for services.

2.1.5 Teacher Certification Requirements

- A. To teach in a Missouri AEL funded program, teachers are required by state law to obtain a Missouri AEL Certificate of License to Teach.
- B. AEL Program Director – Each AEL program director must be certified as an AEL teacher. If a new director does not have this certification, they must obtain this certification within 12 months of being hired as the AEL program director.
- C. AEL Teacher Certification – AEL teachers must be certified (having received certification verification from DESE) within 4 months of their hire date. Hire date is defined as the date the teacher officially starts on the payroll.
- D. It could be considered a disallowed cost if DESE has reimbursed a program for any expense associated with an AEL teacher not certified within 4 months of their hire date, or if their certification has lapsed.

2.1.6 The grantee must abide by all rules, regulations, and policies outlined in the State AEL office policies, guidelines and manuals, including but not limited to the Missouri AEL State Plan and all its appendices and the Missouri AEL Local Program Directors' guide. These documents are available on the AEL section's website (www.ael.mo.gov).

2.1.7 The grantee must participate in the Tiered Monitoring required by DESE. This includes ongoing desk reviews, a program self-assessment once every 3 years and an on-site review once every 6 years.

2.2 Program Operation Requirements

2.2.1 Intake process - Intake Process shall include

- A. Collection of Demographic/Enrollment Information
- B. Orientation to the Program - An orientation process has the following elements:
 - 1. Student Expectations
 - 2. Program Expectations
 - 3. Attendance Policies
 - 4. Introduction to the program and how the process will work
 - 5. Guidelines on how the class site operates, i.e. site schedule, classroom rules, etc.
 - 6. Additional services the program can offer or refer a student to
 - 7. Discussion with student in establishing realistic student goals
- C. Administration of Pre-test Battery

2.2.2 Data and ACES

All AEL grantees must use the state AEL Management Information System (Adult Computer Enrollment System - ACES) to report participants' enrollment, demographics, student hours, assessment, and exit data required by the National Reporting System. Data must be entered into ACES at least monthly. Program providers may be visited by State AEL staff to determine the accuracy of data being reported in ACES.

The program must have a process in place to track and count student hours for all the students in the program.

The program must have a system in place for effective data collection from classroom to data entry person.

In AEL classrooms, students in attendance must sign in at the time of arrival and departure.

All tests administered (pre-tests and post-tests) must be entered into ACES.

2.2.3 Standardized Assessment

To measure educational gain (progress), a vital part of determining program performance, standardized assessment tools must be used. Assessments are used to measure educational gain for both ABE/ASE and ESL students. Assessment scores are tied to the NRS educational functioning levels for initial placement and for reporting student progress across levels.

Assessments must be administered in a standardized and consistent way. When these procedures are not followed correctly or consistently, the determination of educational functioning level is invalid and not comparable across programs or possibly even within programs, making the data validity questionable. Program staff must be trained in test administration and scoring to ensure that the measures are valid and reliable across programs and students.

Approved Assessment Instruments

Only the assessments listed below are approved for progression and NRS accountability reporting requirements. Other assessments may be used to serve participants' needs, but may not be used to report progression.

- A. Tests of Adult Basic Education (TABE) - Used with ABE and ASE students. The Locator is used first to determine which level of assessment tests are to be given to the student. The Reading, Mathematics, and Language assessments (the TABE forms are 9 and 10) are then given. Where a student attends an AEL program just for a specific stated purpose, the program may respond to this request by not giving the entire battery of pre-tests.
- B. Comprehensive Adult Student Assessment System (CASAS) - Used with ESL students. The Appraisal is used to first determine which level of assessment test is to be given to the student. The Life Skills Reading or Life & Work Reading assessments are then given.

Step-by-step process

Step 1: Administer TABE Locator (ABE or ASE students) or "6 Oral Questions" and if successful, the Appraisal (ESL students) to determine level of assessment(s) to be given.

Step 2: Administer and score TABE or CASAS assessments (pre-tests).

Step 3: Determine if scores are In-Range. If yes, move to Step 4. If no, administer appropriate assessment.

Step 4: Use results of assessments to determine lowest educational level subject area(s) and develop instructional progress plan for student progression (educational gain).

Step 5: Deliver Instruction.

Step 6: After an appropriate amount of instruction, administer post-test (TABE or CASAS).

2.2.4 Student Progression

Educational gain measures the primary purpose of the adult basic education program: to improve the basic literacy skills of participants. The NRS approach to measuring educational gain is to define a set of educational functioning levels at which students are initially placed based on their abilities to perform literacy-related tasks in specific content areas. This is done by pre-testing in Reading, Math, and Language for ABE/ASE students (TABE); Reading for ESL students (CASAS). After an appropriate amount of instruction, students are again assessed (post-tested) to determine their skill levels. If

their skills have improved sufficiently to be placed one or more levels higher, a “progression” is recorded for that student.

The “Educational Functioning Level (EFL)” of the student is determined for each of the subject areas. “Educational Functioning Level” and “NRS Level” are one in the same and the terms are used interchangeably. The student’s educational functioning level is determined by taking the raw scores (number correct) from the pre-test and converting them to scale scores (tables are in TABE/CASAS administration books). The scale score is used to determine an Educational Functioning Level (Attachment A)

For NRS purposes, the subject area(s) of a student’s greatest educational need (Reading, Math, or Language) must be determined.

The subject(s) that has been determined as the student’s lowest Educational Functioning Level is the subject that is the student’s greatest area of educational need. Therefore, that is the subject where the student must show progression for NRS reporting purposes. To determine progression for a student, the student must increase an educational level (NRS level) in that lowest subject area(s). This is determined by post-testing.

Example #1: If a student takes the complete battery TABE M9 and receives the following scores:

	Reading	Math	Language
Raw Score	38	Applied 23/Comp 8	29
Scale Score	517	367	465
NRS Education Level	3	2	2
	Low Inter.	Beginning Basic	Beginning Basic

The student in Example #1 would have to post-test and improve enough in either Math or Language to show progress to a higher educational level. Although she could post-test in all three areas, scoring higher in Reading would not count as progression for NRS purposes.

Example #2: If a student took a pre-test of TABE A9 and scored the following:

	Reading	Math	Language
Raw Score	30	Applied 41/Comp 17	44
Scale Score	532	598	579
NRS Education Level	4	6	5
	High Inter.	High ASE	Low ASE

The student in Example #2 would have to post-test and improve enough in Reading to show progress to a higher educational level. Although she could post-test in all three areas, scoring higher in Math or Language would not count as progression for NRS purposes.

Assessments results are used to determine instructional objectives for the student.

Post-testing

Students must be post-tested using the same assessment tool used for a pre-test (CASAS or TABE) to measure progression and NRS level attainments. The student must take a different form of the same level of test (pre-test TABE M9, post-test M10) or a different level of the same form of test (pre-test in M9 and post-test in D9).

If the student is assessed using the same form and level of the test, there must be at least 120 hours of instruction between the testing to be considered valid.

Provide the necessary instruction to a student and post-test to measure lasting gain. A standardized post-test (TABE or CASAS) should be used to measure how much progress a student has made after the student's learning has been exhibited. The standardized post-test should not be used arbitrarily as an "end of lesson exercise" or "quiz" to see if a student has made gain.

Local programs should post-test a student only after the student has engaged in the minimum hours of instruction in test publishers' guidelines. (See table below.)

PUBLISHER RECOMMENDED PRE- TO POST-TEST TIME FRAMES		
TEST NAME	RECOMMENDED	MINIMUM*
TABE	50—60 hours (EFL 1—4)	40 hours
	30—59 hours (EFL 5—6)	30 hours
CASAS	70—100 hours	40 hours

There are only two allowable exemptions from the "hours of instruction" requirement, (also known as "early post-testing"):

- A. There is documented mastery of appropriate benchmarks. In this case, documentation of mastery to be included in the student folder includes some type of informal assessment. Supporting evidence of readiness for post-testing may include classroom coursework, completed assignments, and homework.
- B. The student is exiting the program.

If a student is post-tested prior to the minimum hours of instruction, the program must document the reason that the post-test was administered, and this documentation must be retained.

2.2.5 Core Indicators of Performance – The core indicators of performance shall include the following (WIA Sec.212 (b) (2) (A)):

- A. Demonstrated improvements in literacy skill levels in reading, writing, and speaking the English language, numeracy, problem solving, English language acquisition, and other literacy skills.
- B. Placement in, retention in, or completion of, postsecondary education, training, unsubsidized employment or career advancement.
- C. Receipt of a secondary school diploma or its recognized equivalent.

2.2.6 Program Performance Requirements

- A. A minimum of 70% of all students enrolled and have been pre-tested shall persist to attend for 12+ hours (“students served”).
- B. A minimum of 90% of all students enrolled shall be pre-tested.
- C. A minimum of 60% of all students served (12+ hours and pre-tested) shall be post-tested.
- D. Program progression percent (12+ progressed students/eligible 12+ pre-tested students) shall meet or exceed the average of the negotiated federal targets
- E. Program shall meet or exceed the federal target for attainment of secondary credential.
- F. Program shall meet or exceed the federal target for entered and retained employment.
- G. Program shall meet or exceed the federal target for post-secondary placement.

2.2.7 Student Progress Plans/Classroom Instruction

Progress Plans

An essential component of instruction in the MO AEL classroom is the progress plan, a personalized document unique to each student that guides the instruction and study of the student in the AEL classroom.

The progress plan becomes a guide for instruction and practice for the AEL student and teacher. As the student attends AEL classes, he/she will refer to the plan to engage in learning activities and assignments that address the listed objectives.

Classroom Instruction

Instructional activities shall –

- A. Be of sufficient intensity and duration for participants to achieve substantial learning gains;
- B. Incorporate instructional practices, such as phonemic awareness, systematic phonics, fluency, and reading comprehension that research has proven to be effective in teaching individuals to read;
- C. Be built on a strong foundation of research and effective educational practice;
- D. Effectively employ advances in technology, as appropriate, including the use of computers; and
- E. Provide learning in real life contexts to ensure that an individual has the skills needed to compete in the workplace and exercise the rights and responsibilities of citizenship.

2.3 Fiscal Requirements – See Financial Guidelines (Attachment B)

2.4 Other Grant Requirements

- 2.4.1 Prior to the initiation of a reimbursable local AEL program, a grant agreement will be entered into by and between the applicant and DESE. This agreement will be for the current fiscal year and must be renewed each year. The agreement will indicate the categories in which expenditures are authorized and the maximum amount authorized for expenditures in each category. The agreement may be amended by subsequent supplemental grant agreements.
- 2.4.2 The firm, fixed price shall constitute the total amount available for the grantee for all services specified in the requirements of this document. However, reimbursement will be based on actual expenses.
- 2.4.3 The grantee shall submit all reports required or requested by the State AEL office along with any other reports which may be deemed necessary to improve the reporting of data to the National Reporting System. Failure to submit such reports is deemed sufficient cause for termination of funding.
- 2.4.4 The grantee shall not use any of its funds under this grant for religious workshops, instruction or proselytizing.
- 2.4.5 The grantee shall agree and understand that any amount funded per the grant is subject to appropriations made by the Federal Government, and the Missouri General Assembly and signed into law by the Governor. In addition, the total budget amount described herein is also subject to reduction by executive order and/or by administrative policy of the State AEL office when deemed in the best interest of the State AEL office.

2.4.6 The services shall be provided during the period of July 1, 2013 to June 30, 2014. The grant is for one (1) year with up to two (2) one-year renewals contingent on satisfactory performance; funding availability; and meeting requirements within the Workforce Investment Act (WIA) Title II. If WIA reauthorization occurs within this period, all grantees must reapply for grants/grants based on the new legislation.

2.4.7 The grantee shall not bind, nor purport to bind, DESE for any agreed upon commitments in excess of the original grant period.

2.4.8 The grantee shall not charge students for services paid for with AEL funds.

2.4.9 Business Compliance:

The grantee must be in compliance with the laws regarding conducting business in the State of Missouri. The grantee certifies by signing the signature page of this original document and any amendment signature page(s) that the grantee and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting grant award. The grantee shall provide documentation of compliance upon request by the DESE. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- A. Registration of business name (if applicable)
- B. Certificate of authority to transact business/certificate of good standing (if applicable)
- C. Taxes (e.g., city/county/state/federal)
- D. State and local certifications (e.g., professions/occupations/activities)
- E. Licenses and permits (e.g., city/county license, sales permits)
- F. Insurance (e.g., worker's compensation/unemployment compensation)

2.4.10 Grantee Language - The grantee understands and agrees that by signing the agreement, they certify the following:

The grantee shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- A. If the grantee is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the grantee has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the grant immediately without penalty or recourse and suspend or debar the grantee from doing business with the state.
- B. The grantee shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 2.4.11 Grant - A binding agreement shall consist of: (1) the Grant, amendments thereto; (2) the Grantee's application; (3) clarification of the application, if any; and (4) the DESE's acceptance of the application by "notice of award". All Exhibits and Attachments included in this grant application document shall be incorporated into the grant by reference.

The grant expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any change to the grant, whether by modification and/or supplementation, must be accomplished by a formal grant amendment signed and approved by and between the duly authorized representative of the grantee and the DESE prior to the effective date of such modification. The grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the grant.

- 2.4.12 Grant Period - The original grant period shall be as stated on page 1 of the Grant Application. The grant shall not bind, nor purport to bind, the state for any grant commitment in excess of the original grant period. The DESE shall have the right, at its sole option, to renew the grant for two additional one-year periods, or any portion thereof. In the event the DESE exercises such right, all terms and conditions, requirements and specifications of the grant shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- 2.4.13 Renewal Periods - If the option for renewal is exercised by the DESE, the grantee shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the pricing page of the grant.

DESE will decide the renewal amounts, if applicable, and provide those amounts to the grantee. The DESE does not automatically exercise its option for renewal based upon the maximum amount and reserves the right to offer or to request renewal of the grant at an amount less than the maximum price stated.

If the option for renewal is exercised, the budget offered to the AEL program for the renewal period will be based on the first year budget amount but may be modified up to ten percent (10%) based on performance data of the grantee. Past performance can include, but is not limited to, academic and high school equivalency student success as defined by the NRS. Subsequent budgets may also be adjusted based on actual numbers served versus actual expenditures.

- 2.4.14 Termination - The DESE reserves the right to terminate the grant at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the grantee at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by

the grantee pursuant to the terms of the grant shall become the property of the State of Missouri. The grantee shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the grant prior to the effective date of termination.

- 2.4.15 Grantee Liability - The grantee shall be responsible for any and all personal injury (including death) or property damage as a result of the grantee's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the grant. In addition, the grantee assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

The grantee also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the grantee under the terms of the grant.

The grantee shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

Under no circumstances shall the grantee be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the grantee is informed of their possibility.

- 2.4.16 Insurance - The grantee shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the grantee or employees against any liability incurred or arising as a result of any activity of the grantee or any activity of the grantee's employees related to the grantee's performance under the grant. Therefore, the grantee must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the grant. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.

- 2.4.17 Substitution of Personnel - The grantee agrees and understands that the State of Missouri's agreement to the grantee is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the grantee agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The grantee further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

- 2.4.18 Grantee Status - The grantee represents himself or herself to be an independent grantee offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the grantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.4.19 Coordination - The grantee shall fully coordinate all grant activities with those activities of the state agency. As the work of the grantee progresses, advice and information on matters covered by the grant shall be made available by the grantee to the DESE throughout the effective period of the grant.
- 2.4.20 Property of State: All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the DESE. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the DESE.
- 2.4.21 Confidentiality - The grantee shall agree and understand that all discussions with the grantee and all information gained by the grant as a result of the grantee's performance under the grant shall be confidential and that no reports, documentation, or material prepared as required by the grant shall be released to the public without the prior written consent of the state agency.
- 2.4.22 Cash Management Improvement Act - The grantee ensures that they are in compliance with the Cash Management Improvement Act (CMIA). This act which requires vendors to demonstrate when receiving federal funds, they have either already spent the funds or will spend the funds within three days of receipt.
- 2.4.23 Nondiscrimination:
It is the policy of the DESE not to discriminate on the basis of race, color, religion, gender, national origin, age, or disability in its programs or employment practices as required by Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Title II of the Americans with Disabilities Act of 1990.

Inquiries related to Department employment practices may be directed to the Jefferson State Office Building, Human Resources Director, 205 Jefferson Street, Jefferson City, Missouri 65102-0480; telephone number 573-751-9619. Inquiries related to Department programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Office of the General Counsel, Coordinator – Civil Rights Compliance (Title VI/Title IX/504/ADA/Age Act), 6th Floor, 205 Jefferson Street, P.O. Box 480, Jefferson City, MO

65102-0480; telephone number 573-526-4757 or TTY 800-735-2966; fax number 573-522-4883; email civilrights@dese.mo.gov.

2.4.24 Grantee's Dunn and Bradstreet (Duns) Number:

By signing this grant you acknowledge a current registration with the Central Contractor Registration (CCR) organization.

2.4.25 Employee Grantee/Conflict of Interest:

Grantees who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the grantee and/or any of the owners of the grantee's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, they must complete Attachment C.

3. Submission Information

3.1 Submission of Application:

3.1.1 When submitting an application, the applicant **MUST**

- A. Submit page one (signature page) from this grant document.
- B. Submit a completed proposal. Use the outline in Attachment D to write to the grant proposal requirements. This will create your proposal. (The signature page plus your proposal create your total application)
- C. Include three (3) copies **in addition to** the original application (which must include an original signature) for a total of four (4). All four copies must be submitted as paper copies, and all four copies **MUST** be contained within the same envelope/box.

3.1.2 Electronic submission of proposals through the on-line bidding/vendor registration system web site is not available for this application. Faxed applications will not be accepted for this grant.

3.1.3 Grant applications determined to be incomplete will not be evaluated.

3.1.4 Any amendment issued will supersede any and all previous releases of this grant application.

3.1.5 The applicant is cautioned that it is the applicant's sole responsibility to submit information related to the evaluation categories and that the State AEL office is under no obligation to solicit such information if it is not included with the application. The applicant's failure to submit such information will cause an adverse impact on the evaluation of the application.

3.1.6 Applicant's Grant: applicants and their agents (including subcontracts, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or

comments regarding the grant application, the evaluation, etc. to the assigned contact person on page one of this document.

3.2 Evaluation Process:

- 3.2.1 After determining that an application satisfies the mandatory requirements stated in this grant application, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the application in accordance with the evaluation criteria and detailed narrative description of activities to satisfy each criterion listed below. Strategies/activities must be described for each item below. Please be specific and include examples to illustrate techniques and/or procedures that will be used.

Proposal Scoring:

General Information	10 points
Demonstrated Effectiveness	50 points
Program Operation	70 points
Budget	70 points
Total	200 Points

Bonus Points:

Blind and Sheltered Workshop	10 bonus points
Disabled Veteran Business	3 bonus points

An applicant's final score will be based on a combination of the proposal (50%) and past performance (50%).

Proposal Score – using the table above all applicants have the potential of receiving 200 points. The points received for the applicant's proposal makes up 50% of the final score.

Past Performance Score – Past performance will make up 50% of the applicant's final score and will be determined based on the applicant's status:

- A. Existing programs –The score the applicant receives will be based on their Fiscal Year 2011 and 2012 data (Progressions, GED data, Cost per Student, and service to Basic Literacy students)
- B. New applicants – The score the applicant receives will be based on the score the applicant receives for demonstrated effectiveness (3.2.3. of the proposal).

3.3 Grant Proposal Requirements

3.3.1 General Information:

This section of the grant application should provide the following:

- A. Services the applicant plans to provide (See section 2.11).
- B. Applicant must submit a resume of the director. The director's resume must be submitted as an attachment to the grant application packet.
- C. Applicant must provide the following information for each Staff considered in a management or supervisory position, including the director, within the program.
 - 1. Name of Staff member
 - 2. Job Title
 - 3. Educational Background
 - 4. Number of Years of experience in AEL
 - 5. Job Duties in this position
 - 6. Type of contact with Students
 - 7. Special skills, credentials, etc. staff member possesses
 - 8. Additional Job Duties
 - 9. Planned percent of time devoted to AEL
- D. Applicant must submit an organizational chart for the proposed AEL program with the application.
- E. Briefly describe the geographic service area proposed to serve.

3.3.2 Demonstrated Effectiveness:

This section of the grant application gives the applicant an opportunity to provide compelling evidence of past effectiveness that the proposed program will be successful in improving the literacy skills of adults and families.

Applicants shall respond to one of the following:

- A. For an applicant that has not operated a DESE funded AEL program in the past 2 years, describe past services to adults and relate this to providing literacy skills to adults and families. This must include specific description of services with measurable outcomes achieved in recent years (at least 2 years). Preference will be given to academic services and outcomes. If outcomes are not academic, describe the types of the services, what the expected measurable outcomes are and the purpose of these outcomes. Applicants shall provide specific data such as numbers served per year and what the quantified outcomes were for those served. The applicant is to provide compelling evidence of past effectiveness; or
- B. For existing AEL programs, the applicant is to write to its past effectiveness in providing adult education and literacy services. Since DESE has Fiscal Years

2011 and 2012 data for existing programs, it is not required to provide data. Keeping in mind that a program is to provide compelling evidence of past effectiveness, programs should use the performance results of this data to explain current program operations -- what successful elements are the same and/or what needed changes/adjustments have been made. Additional, or more recent, data may be provided if the applicant desires.

3.3.3 Program Operation:

Each application will be reviewed to determine the quality of the program design and plan of operation. The applicant should provide the plan of operation to be used.

A. Program Structure

The applicant shall provide a description of the overall structure of the proposed program. If the structure varies for different classes (i.e. class “A” has a different intake process than class “B”), only identify the specific variations. Items to be described must include:

1. The intake process (including orientation, goal setting and assessment processes);
2. The data flow from the classroom to entering in the ACES system (method of tracking student contact hours; process of scoring and reporting results of assessments to ACES, teachers, and students);
3. How ACES reports are used to impact program operations;
4. How assessment results will be tied to instruction;
5. How student progress will be monitored;
6. Criteria for determining post-testing; and
7. What follow up will occur for served students who stop attending before goal attainment.

B. Core Indicators

The applicant shall describe the program’s plan for meeting and exceeding the three (3) federal Core Indicators identified below:

1. **Core Indicator 1: Literacy Skills:** Demonstrate improvements in literacy skill levels in reading, writing, and speaking the English language, numeracy, problem solving, English language acquisition, and other literacy skills.

The applicant must describe how the program will address the NRS Adult Basic Education (ABE), Adult Secondary Education (ASE) and/or the English as a Second Language (ESL) services provided. *When responding to i through ix below, the applicant must refer to each of the services (ABE, ASE, and ELL) where applicable. If services to ABE/ASE or if*

services to ELL are less than 10% of your student population, the applicant is only required to respond to items ii and iii for the population that is less than 10%.

The applicant shall address each of the items below when describing their plan for meeting the Core Indicator - Literacy Skills. When addressing each item below, the applicant may speak to all levels in a general way when appropriate. When the applicant's approach differs for serving students in a specific NRS level, that differing approach must be explained.

- i. The commitment of the program to serve individuals in the community who are in need of low level literacy service;
 - ii. Whether or not the program-
 - Is of sufficient intensity and duration for participants to achieve substantial learning gains; and
 - Uses instructional practices, such as phonemic awareness, systematic phonics, fluency, and reading comprehension that research has proven to be effective in teaching individuals to read;
 - iii. Whether the activities are built on a strong foundation of research and effective educational practice;
 - iv. Whether the activities effectively employ advances in technology, as appropriate, including the use of computers;
 - v. Whether the activities provide learning in real life contexts to ensure that an individual has the skills needed to compete in the workplace and exercise the rights and responsibilities of citizenship;
 - vi. Whether the activities are staffed by well-trained instructors, counselors, and administrators;
 - vii. Whether the activities coordinate with other available resources in the community, such as by establishing strong links with elementary schools and secondary schools, postsecondary educational institutions, one-stop centers, job training programs and social service agencies;
 - viii. Whether the activities offer flexible schedules and support services (such as child care and transportation) that are necessary to enable individuals, including individuals with disabilities or other special needs, to attend and complete programs;
 - ix. How the applicant will provide support, including assessments, to students enrolled in the state approved online high school equivalency program (currently GED OnlineClass).
2. **Core Indicator 2: Placement:** Placement in, retention in, or completion of postsecondary education, training, unsubsidized employment or career advancement.

The applicant shall address Core Indicator 2 by identifying strategies to be used to meet the needs of adults seeking these services. The applicant is to describe activities to specifically meet Core Indicator 2 such as guidance in transition to postsecondary, employability skills, and/or career preparation.

3. Core Indicator 3: Receipt of High School Equivalency Certificate:
Receipt of a secondary school diploma or its recognized equivalent.

The applicant shall address Core Indicator 3 by identifying strategies to be used to meet the needs of adults seeking a High School Equivalency Certificate. The applicant is to describe activities to specifically meet Core Indicator 3.

3.3.4 Budget

- A. Indicate the approximate number of adults to be served by the program. *Of this number indicate the planned number to be served in category A – Adult education and literacy services; category B – Family literacy services; and/or category C – English literacy program (English Language Learner services).* “Served” is defined as students who have attended at least 12 hours and have been pre-tested with state approved assessments.
- B. All applicants must complete a detailed budget. An example of a detailed budget can be found in Attachment E. The applicant must submit their budget on the budget template (available on the AEL website: http://dese.mo.gov/divcareered/acl_grants-IFBs.htm) along with this application. Object code definitions can be found in Attachment F.
- C. All applicants must provide a detailed budget narrative describing how funds requested with this grant will be used. The budget narrative must be a Microsoft Word document and submit along with this application. See Attachment E for budget narrative guidance. The narrative should include:
 1. An explanation of the amounts allocated in each object code (line item) of Category I and Category II. Specifics should be given on what the budgeted amounts will be used for.
 2. If the percent for Category II exceeds 5% a detailed description must be given as to why the cost limits are too restrictive to allow for adequate planning, administration, personnel development, and interagency coordination. No more than 21% may be requested for administrative functions.
 3. If funding will be provided by sources other than the State AEL office the Applicant shall describe the sources of the funding and how the funding will be used in program operations. This must include but not be limited to funds provided by the host agency of the program.

3.4 Additional Information May Be Requested

- 3.4.1 After an initial screening process, a question and answer conference or interview may be conducted by phone or in person with the applicant, if deemed necessary by the State AEL office. In addition, the applicant may be asked to make an oral presentation of their application during the conference. If the applicant is requested to participate in person, attendance cost at the conference shall be at the applicant's expense. All arrangements and scheduling shall be coordinated by the State AEL office.

3.5 Preference for Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs):

3.5.1 Organizations for the Blind and Sheltered Workshops

Pursuant to 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to grantee including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

A. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

1. The grantee must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
2. The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the grantee's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
3. If the grantee is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the grantee must provide the following information with the grant:
 - a. Participation Commitment – The grantee must complete Attachment G, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed,

and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the grantee submitting the bid is an organization for the blind or sheltered workshop, the grantee must be listed in the appropriate table on the Participation Commitment Form.

- b. Documentation of Intent to Participate – The grantee must either provide a properly completed Attachment H, Documentation of Intent to Participate Form, signed and dated no earlier than the grant issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the bid issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the grantee submitting the bid is an organization for the blind or sheltered workshop, the grantee is not required to complete Attachment H, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- B. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

- C. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

- D. Commitment – If the grantee’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the grantee on Attachment G, Participation Commitment, shall be interpreted as a contractual requirement.

3.5.2 Service-Disabled Veteran Business Enterprises (SDVEs)

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to grantees including products and/or services manufactured, produced or assembled by a qualified SDVE.

- A. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

1. The grantee must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
2. The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the grantee's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
3. If the grantee is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the grantee must provide the following information with the bid:
 - a. Participation Commitment - The grantee must complete Attachment G, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the grantee submitting the bid is a qualified SDVE, the grantee must be listed in the appropriate table on the Participation Commitment Form.
 - b. Documentation of Intent to Participate – The grantee must either provide a properly completed Attachment H, Documentation of Intent to Participate Form, signed and dated no earlier than the grant issuance date by each SDVE or must provide a recently dated letter of intent signed and dated no earlier than the bid issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein.

NOTE:

- i. If the grantee submitting the grant is a qualified SDVE, the grantee is not required to complete Attachment H, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- ii. If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the SDV's (service-disabled veteran) award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

4. Commitment – If the grantee's grantee is awarded, the SDVE participation committed to by the grantee on Attachment H, Participation Commitment shall be interpreted as a contractual requirement.
- B. Qualified SDVE – refer to Attachment I, Missouri Service-Disabled Veteran Business Enterprise Preference:
1. SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 2. SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 3. SDVE has the management and daily business operations controlled by one (1) or more SDVs;
 4. SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
 5. SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

**STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION**

TERMS AND CONDITIONS – GRANT DOCUMENT

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an application document or any amendment thereto, the definition or meaning described below shall apply.

- a. Agency and/or State Agency means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Department of Elementary and Secondary Education (DESE). The agency is also responsible for payment.
- b. Amendment means a written, official modification to a grant application.
- c. Attachment applies to all forms which are included with a grant application to incorporate any informational data or requirements related to the performance requirements and/or specifications. An attachment may also apply to forms which are included with a grant application for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- d. Grant Opening Date and Time and similar expressions mean the exact deadline required by the grant application for the receipt of sealed grants.
- e. Applicant means the person or organization that responds to this request for proposals by submitting a grant application with prices to provide the equipment, supplies, and/or services as required in this document.
- f. Buyer means the procurement staff member of the DESE. The Contact Person as referenced herein is usually the buyer.
- g. Grant means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. Grantee means a person or organization who is a successful applicant as a result of a grant application and who enters into a grant.
- i. Request for Proposals (RFP) means the solicitation document issued by the DESE to potential applicants for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- j. May means that a certain feature, component, or action is permissible, but not required.
- k. Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a grant application being considered non-responsive.
- l. Pricing Page(s) applies to the form(s) on which the applicant must state the price(s) applicable for the equipment, supplies, and/or services required in the grant application. The pricing pages must be completed and submitted by the applicant with the sealed grant prior to the specified grant application opening date and time.
- m. RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DESE.
- n. Shall has the same meaning as the word must.
- o. Should means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The grant shall be construed according to the laws of the State of Missouri. The grantee shall comply with all local, state, and federal laws and regulations related to the performance of the grant to the extent that the same may be applicable.
- b. To the extent that a provision of the grant is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the grant shall remain in force between the parties unless terminated by consent of both the grantee and the DESE.
- c. The grantee must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The grantee must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of this document or resulting grant shall be in the Circuit Court of Cole County, Missouri.
- f. The grantee shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR GRANT APPLICATION DOCUMENT

- a. It shall be the applicant's responsibility to ask questions, request changes or clarification, or otherwise advise the DESE if any language, specifications or requirements of a grant application appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the grant application to a single source. Any and all communication from applicants regarding specifications, requirements, competitive grant application process, etc., must be directed to the buyer from the DESE, unless

the grant application specifically refers the applicant to another contact. Such communication should be received at least ten calendar days prior to the official grant application opening date.

- b. Every attempt shall be made to ensure that the applicant receives an adequate and prompt response. However, in order to maintain a fair and equitable grant application process, all applicants will be advised, via the issuance of an amendment to the grant application, of any relevant or pertinent information related to the procurement. Therefore, applicants are advised that unless specified elsewhere in the grant application, any questions received less than ten calendar days prior to the grant application opening date may not be answered.
- c. Applicants are cautioned that the only official position of the State of Missouri is that which is issued by the DESE in the grant application or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DESE monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among applicants, price-fixing by applicants, or any other anticompetitive conduct by applicants which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The DESE reserves the right to officially amend or cancel a grant application after issuance.

4. PREPARATION OF GRANT APPLICATIONS

- a. Applicants must examine the entire grant application carefully. Failure to do so shall be at applicant's risk.
- b. Unless otherwise specifically stated in the grant application, all specifications and requirements constitute minimum requirements. All grant applications must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the grant application, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The applicant may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the grant application. In addition, the applicant shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements, and (2) why the proposed equivalent should not be considered an exception thereto. Grant applications which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Grant applications lacking any indication of intent to propose an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the grant application.
- e. In the event that the applicant is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of a grant application, such an applicant may submit a grant application which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DESE and the applicant, if such applicant is selected for grant award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the grant application. Any such applicant needs to include in the grant application, a complete list of statutory references and citations for each provision of the grant application which is affected by this paragraph.
- f. All equipment and supplies offered in a grant application must be new, of current production, and available for marketing by the manufacturer unless the grant application clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the grant application.
- h. Grant applications, including all pricing therein, shall remain valid for 90 days from grant application opening unless otherwise indicated. If the grant application is accepted, the entire grant application, including all prices, shall be firm for the specified grant period.
- i. Any foreign applicant not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their grant application in order to be considered for award.

5. SUBMISSION OF GRANT APPLICATIONS

- a. Applicants must submit hard copy grant applications delivered to the DESE office. Delivered grant applications must be sealed in an envelope or container, and received in the DESE office located (see cover page for address) no later than the exact opening time and date specified in the grant application. All grant applications must (1) be submitted by a duly authorized representative of the applicant's organization, (2) contain all information required by the grant application, and (3) be priced as required. Grant applications may be mailed to the DESE post office box address. However, it shall be the responsibility of the applicant to ensure their grant application is in the DESE office (address listed above) no later than the exact opening time and date specified in the grant application.
- b. A grant application which has been delivered to the DESE office may be modified by signed, written notice which has been received by the DESE prior to the official opening date and time specified. A grant application may also be modified in person by the applicant or its authorized representative before the official opening date and time. Telephone or telegraphic requests to modify a grant application shall not be honored.
- c. A grant application which has been delivered to the DESE office may only be withdrawn by a signed, written notice or facsimile which has been received by the DESE prior to the official opening date and time specified. A grant application may also be withdrawn in

- person by the applicant or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a grant application shall not be honored.
- d. Applicants delivering grant application to DESE must sign and return the grant application cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the applicant of all grant application terms and conditions. Failure to do so may result in rejection of the grant application unless the applicant's full compliance with those documents is indicated elsewhere within the applicant's response.
 - e. Faxed grant applications shall not be accepted. However, faxed and e-mail no-grant application notifications shall be accepted.

6. GRANT APPLICATION OPENING

- a. Grant application openings are public on the opening date and at the opening time specified on the grant application document. Names, locations, and prices of respondents shall be read at the grant application opening. The DESE will not provide prices or other grant application information via the telephone.
- b. Grant applications which are not received in the DESE office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late grant applications may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of grant applications, preferences shall be applied in accordance with Chapter 34 RSMo. Grantees should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions, and all other articles produced, manufactured, made, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, grantees are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of grant applications, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before grant award. Upon discovering an apparent clerical error, the buyer shall contact the applicant and request clarification of the intended grant application. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point, and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an applicant shall be subject to evaluation if deemed by the DESE to be in the best interest of the State of Missouri.
- c. The applicant is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the grant application, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the applicant whose grant application (1) complies with all mandatory specifications and requirements of the grant application, (2) is the lowest and best grant application, considering price, responsibility of the applicant, and all other evaluation criteria specified in the grant application, and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all applicants fail to meet the same mandatory requirement in a grant application, DESE reserves the right, at its sole discretion, to waive that requirement for all applicants and to proceed with the evaluation. In addition, the DESE reserves the right to waive any minor irregularity or technicality found in any individual grant application.
- f. The DESE reserves the right to reject any and all grant applications.
- g. When evaluating a grant application, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a grant application, from an applicant, from applicant's references, or from any other source.
- h. Any information submitted with the grant application, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a grant application and the award of a grant.
- i. Any award of a grant shall be made by notification from the DESE to the successful applicant. The DESE reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DESE based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All grant applications and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of grant applications.
- k. The DESE reserves the right to request clarification of any portion of the applicant's response in order to verify the intent of the applicant. The applicant is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- l. Any grant award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- m. The final determination of grant award(s) shall be made by DESE.

9. GRANT/PURCHASE ORDER

- a. By submitting a grant application, the applicant agrees to furnish any and all equipment, supplies and/or services specified in the grant application, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding agreement shall consist of: (1) the grant application and any amendments thereto, (2) the grantee's response to the grant application, (3) clarification of the grant application, if any, and (4) DESE's acceptance of the response (grant application) by "notice of award" or by "purchase order." All exhibits and attachments included in the GRANT APPLICATION shall be incorporated into the grant by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the grantee must receive a properly authorized purchase order or other form of authorization given to the grantee at the discretion of the state agency.
- d. The grant expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the grant, whether by modification and/or supplementation, must be accomplished by a formal grant amendment signed and approved by and between the duly authorized representative of the grantee and the DESE or by a modified purchase order prior to the effective date of such modification. The grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the grant.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The grantee shall not transfer any interest in the grant, whether by assignment or otherwise, without the prior written consent of the DESE.
- c. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the grant application.
- d. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the grantee's expense.

11. REMEDIES AND RIGHTS

- a. No provision in the grant shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the grantee's default or breach of grant.
- b. The grantee agrees and understands that the grant shall constitute an assignment by the grantee to the State of Missouri of all rights, title and interest in and to all causes of action that the grantee may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the grantee in the fulfillment of the grant with the State of Missouri.

12. CANCELLATION OF GRANT

- a. In the event of material breach of the obligations by the grantee, the DESE may cancel the grant. At its sole discretion, the DESE may give the grantee an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the grantee must provide DESE within 10 working days from notification a written plan detailing how the grantee intends to cure the breach.
- b. If the grantee fails to cure the breach or if circumstances demand immediate action, the DESE will issue a notice of cancellation terminating the grant immediately.
- c. If DESE cancels the grant for breach, DESE reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the grant from other sources and upon such terms and in such manner as DESE deems appropriate and charge the grantee for any additional costs incurred thereby.
- d. The grantee understands and agrees that funds required to fund the grant must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the grant period. The grant shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

13. COMMUNICATIONS AND NOTICES

Any notice to the applicant/grantee shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the applicant/grantee.

14. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the grantee, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the grantee must notify DESE immediately.
- b. Upon learning of any such actions, DESE reserves the right, at its sole discretion, to either cancel the grant or affirm the grant and hold the grantee responsible for damages.

15. INVENTIONS, PATENTS AND COPYRIGHTS

The grantee shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the grantee's performance or products produced under the terms of the grant.

16. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the grant, the grantee and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the grantee or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a grantee is found to exist, DESE shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the grant, suspension, or debarment by DESE until corrective action by the grantee is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

17. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the grant, the grantee and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

18. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not grant for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore applicant's failure to maintain compliance with chapter 144, RSMo may eliminate their Grant application from consideration for award.

19. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a binding construction of language.

Terms and Conditions Revised 01-2-13

ATTACHMENT A: National Reporting System (NRS) Descriptions

Functioning Level Table

Outcome Measures Definitions			
EDUCATIONAL FUNCTIONING LEVEL DESCRIPTORS—ADULT BASIC EDUCATION LEVELS			
<i>Literacy Level</i>	Basic Reading and Writing	Numeracy Skills	Functional and Workplace Skills
Beginning ABE Literacy Test Benchmark: TABE (9–10) scale scores (grade level 0–1.9): Reading: 367 and below Total Math: 313 and below Language: 389 and below CASAS scale scores: Reading: 200 and below Math: 200 and below Writing: 200 and below	Individual has no or minimal reading and writing skills. May have little or no comprehension of how print corresponds to spoken language and may have difficulty using a writing instrument. At the upper range of this level, individual can recognize, read, and write letters and numbers but has a limited understanding of connected prose and may need frequent re-reading. Can write a limited number of basic sight words and familiar words and phrases; may also be able to write simple sentences or phrases, including very simple messages. Can write basic personal information. Narrative writing is disorganized and unclear, inconsistently uses simple punctuation (e.g., periods, commas, question marks), and contains frequent errors in spelling.	Individual has little or no recognition of numbers or simple counting skills or may have only minimal skills, such as the ability to add or subtract single digit numbers.	Individual has little or no ability to read basic signs or maps and can provide limited personal information on simple forms. The individual can handle routine entry level jobs that require little or no basic written communication or computational skills and no knowledge of computers or other technology.
Beginning Basic Education Test Benchmark: TABE (9–10) scale scores (grade level 2–3.9): Reading: 368–460 Total Math: 314–441 Language: 390–490 CASAS scale scores: Reading: 201–210 Math: 201–210 Writing: 201–225	Individual can read simple material on familiar subjects and comprehend simple and compound sentences in single or linked paragraphs containing a familiar vocabulary; can write simple notes and messages on familiar situations but lacks clarity and focus. Sentence structure lacks variety, but individual shows some control of basic grammar (e.g., present and past tense) and consistent use of punctuation (e.g., periods, capitalization).	Individual can count, add, and subtract three digit numbers, can perform multiplication through 12, can identify simple fractions, and perform other simple arithmetic operations.	<i>Individual is able to read simple directions, signs, and maps, fill out simple forms requiring basic personal information, write phone messages, and make simple changes. There is minimal knowledge of and experience with using computers and related technology. The individual can handle basic entry level jobs that require minimal literacy skills; can recognize very short, explicit, pictorial texts (e.g., understands logos related to worker safety before using a piece of machinery); and can read want ads and complete simple job applications.</i>

Functioning Level Table

Outcome Measures Definitions			
EDUCATIONAL FUNCTIONING LEVEL DESCRIPTORS—ADULT BASIC EDUCATION LEVELS			
<i>Literacy Level</i>	Basic Reading and Writing	Numeracy Skills	Functional and Workplace Skills
<p>Low Intermediate Basic Education</p> <p>Test Benchmark: TABE (9–10) scale scores (grade level 4–5.9): Reading: 461–517 Total Math: 442–505 Language: 491–523</p> <p>CASAS scale scores: Reading: 211–220 Math: 211–220 Writing: 226–242</p>	<p>Individual can read text on familiar subjects that have a simple and clear underlying structure (e.g., clear main idea, chronological order); can use context to determine meaning; can interpret actions required in specific written directions; can write simple paragraphs with a main idea and supporting details on familiar topics (e.g., daily activities, personal issues) by recombining learned vocabulary and structures; and can self and peer edit for spelling and punctuation errors.</p>	<p>Individual can perform with high accuracy all four basic math operations using whole numbers up to three digits and can identify and use all basic mathematical symbols.</p>	<p>Individual is able to handle basic reading, writing, and computational tasks related to life roles, such as completing medical forms, order forms, or job applications; and can read simple charts, graphs, labels, and payroll stubs and simple authentic material if familiar with the topic. The individual can use simple computer programs and perform a sequence of routine tasks given direction using technology (e.g., fax machine, computer operation). The individual can qualify for entry level jobs that require following basic written instructions and diagrams with assistance, such as oral clarification; can write a short report or message to fellow workers; and can read simple dials and scales and take routine measurements.</p>
<p>High Intermediate Basic Education</p> <p>Test Benchmark: TABE (9–10) scale scores (grade level 6–8.9): Reading: 518–566 Total Math: 506–565 Language: 524–559</p> <p>CASAS scale scores: Reading: 221–235 Math: 221–235 Writing: 243–260</p> <p>WorkKeys scale scores: Reading for Information: 75–78 Applied Mathematics: 75–77</p>	<p>Individual is able to read simple descriptions and narratives on familiar subjects or from which new vocabulary can be determined by context and can make some minimal inferences about familiar texts and compare and contrast information from such texts but not consistently. The individual can write simple narrative descriptions and short essays on familiar topics and has consistent use of basic punctuation but makes grammatical errors with complex structures.</p>	<p>Individual can perform all four basic math operations with whole numbers and fractions; can determine correct math operations for solving narrative math problems and can convert fractions to decimals and decimals to fractions; and can perform basic operations on fractions.</p>	<p>Individual is able to handle basic life skills tasks such as graphs, charts, and labels and can follow multistep diagrams; can read authentic materials on familiar topics, such as simple employee handbooks and payroll stubs; can complete forms such as a job application and reconcile a bank statement. Can handle jobs that involve following simple written instructions and diagrams; can read procedural texts, where the information is supported by diagrams, to remedy a problem, such as locating a problem with a machine or carrying out repairs using a repair manual. The individual can learn or work with most basic computer software, such as using a word processor to produce own texts, and can follow simple instructions for using technology.</p>

Functioning Level Table

Outcome Measures Definitions			
EDUCATIONAL FUNCTIONING LEVEL DESCRIPTORS—ADULT SECONDARY EDUCATION LEVELS			
<p>Low Adult Secondary Education</p> <p><i>Test Benchmark:</i> TABE (9–10): scale scores (grade level 9–10.9): Reading: 567–595 Total Math: 566–594 Language: 560–585</p> <p>CASAS scale scores: Reading: 236–245 Math: 236–245 Writing: 261–270</p> <p>WorkKeys scale scores: Reading for Information: 79–81 Applied Mathematics: 78–81</p>	<p>Individual can comprehend expository writing and identify spelling, punctuation, and grammatical errors; can comprehend a variety of materials such as periodicals and nontechnical journals on common topics; can comprehend library reference materials and compose multiparagraph essays; can listen to oral instructions and write an accurate synthesis of them; and can identify the main idea in reading selections and use a variety of context issues to determine meaning. Writing is organized and cohesive with few mechanical errors; can write using a complex sentence structure; and can write personal notes and letters that accurately reflect thoughts.</p>	<p>Individual can perform all basic math functions with whole numbers, decimals, and fractions; can interpret and solve simple algebraic equations, tables, and graphs and can develop own tables and graphs; and can use math in business transactions.</p>	<p>Individual is able or can learn to follow simple multistep directions and read common legal forms and manuals; can integrate information from texts, charts, and graphs; can create and use tables and graphs; can complete forms and applications and complete resumes; can perform jobs that require interpreting information from various sources and writing or explaining tasks to other workers; is proficient using computers and can use most common computer applications; can understand the impact of using different technologies; and can interpret the appropriate use of new software and technology.</p>

High Adult Secondary Education Test Benchmark: TABE (9–10): scale scores (grade level 11–12): Reading: 596 and above Total Math: 595 and above Language: 586 and above CASAS scale scores: Reading: 246 and above Math: 246 and above Writing: 271 and above WorkKeys scale scores: Reading for Information: 82–90 Applied Mathematics: 82–90	Individual can comprehend, explain, and analyze information from a variety of literacy works, including primary source materials and professional journals, and can use context cues and higher order processes to interpret meaning of written material. Writing is cohesive with clearly expressed ideas supported by relevant detail, and individual can use varied and complex sentence structures with few mechanical errors.	Individual can make mathematical estimates of time and space and can apply principles of geometry to measure angles, lines, and surfaces and can also apply trigonometric functions.	Individual is able to read technical information and complex manuals; can comprehend some college level books and apprenticeship manuals; can function in most job situations involving higher order thinking; can read text and explain a procedure about a complex and unfamiliar work procedure, such as operating a complex piece of machinery; can evaluate new work situations and processes; and can work productively and collaboratively in groups and serve as facilitator and reporter of group work. The individual is able to use common software and learn new software applications; can define the purpose of new technology and software and select appropriate technology; can adapt use of software or technology to new situations; and can instruct others, in written or oral form, on software and technology use.
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Functioning Level Table

Outcome Measures Definitions			
EDUCATIONAL FUNCTIONING LEVEL DESCRIPTORS—ENGLISH AS A SECOND LANGUAGE LEVELS			
<i>Literacy Level</i>	Listening and Speaking	Basic Reading and Writing	Functional and Workplace Skills
Beginning ESL Literacy Test Benchmark: CASAS scale scores: Reading: 180 and below Listening: 180 and below BEST Plus: 400 and below (SPL 0–1) BEST Literacy: 0–20 (SPL 0–1) TABE CLAS-E scale scores:* Total Reading and Writing: 225-394 Total Listening and Speaking: 230-407	Individual cannot speak or understand English, or understands only isolated words or phrases.	Individual has no or minimal reading or writing skills in any language. May have little or no comprehension of how print corresponds to spoken language and may have difficulty using a writing instrument.	Individual functions minimally or not at all in English and can communicate only through gestures or a few isolated words, such as name and other personal information; may recognize only common signs or symbols (e.g., stop sign, product logos); can handle only very routine entry-level jobs that do not require oral or written communication in English. There is no knowledge or use of computers or technology.

Functioning Level Table

Outcome Measures Definitions

EDUCATIONAL FUNCTIONING LEVEL DESCRIPTORS—ENGLISH AS A SECOND LANGUAGE LEVELS			
<i>Literacy Level</i>	Listening and Speaking	Basic Reading and Writing	Functional and Workplace Skills
Low Beginning ESL Test benchmark: CASAS scale scores Reading: 181–190 Listening: 181–190 Writing: 136–145 TABE CLAS-E scale scores: * Total Reading and Writing: 395-441 Total Listening and Speaking: 408-449	Individual can understand basic greetings, simple phrases and commands. Can understand simple questions related to personal information, spoken slowly and with repetition. Understands a limited number of words related to immediate needs and can respond with simple learned phrases to some common questions related to routine survival situations. Speaks slowly and with difficulty. Demonstrates little or no control over grammar.	Individual can read numbers and letters and some common sight words. May be able to sound out simple words. Can read and write some familiar words and phrases, but has a limited understanding of connected prose in English. Can write basic personal information (e.g., name, address, telephone number) and can complete simple forms that elicit this information.	Individual functions with difficulty in social situations and in situations related to immediate needs. Can provide limited personal information on simple forms, and can read very simple common forms of print found in the home and environment, such as product names. Can handle routine entry level jobs that require very simple written or oral English communication and in which job tasks can be demonstrated. May have limited knowledge and experience with computers.

Functioning Level Table

Outcome Measures Definitions			
EDUCATIONAL FUNCTIONING LEVEL DESCRIPTORS—ENGLISH AS A SECOND LANGUAGE LEVELS			
<i>Literacy Level</i>	Listening and Speaking	Basic Reading and Writing	Functional and Workplace Skills
High Beginning ESL Test benchmark: CASAS scale scores Reading: 191–200 Listening: 191–200 Writing: 146–200 TABE CLAS-E scale scores:* Total Reading and Writing: 442-482 Total Listening and Speaking: 450-485	Individual can understand common words, simple phrases, and sentences containing familiar vocabulary, spoken slowly with some repetition. Individual can respond to simple questions about personal everyday activities, and can express immediate needs, using simple learned phrases or short sentences. Shows limited control of grammar.	Individual can read most sight words, and many other common words. Can read familiar phrases and simple sentences but has a limited understanding of connected prose and may need frequent re-reading. Individual can write some simple sentences with limited vocabulary. Meaning may be unclear. Writing shows very little control of basic grammar, capitalization and punctuation and has many spelling	Individual can function in some situations related to immediate needs and in familiar social situations. Can provide basic personal information on simple forms and recognizes simple common forms of print found in the home, workplace and community. Can handle routine entry level jobs requiring basic written or oral English communication and in which job tasks can be demonstrated. May have limited knowledge or experience using computers.
Low Intermediate ESL Test Benchmark: CASAS scale scores: Reading: 201–210 Listening: 201–210 Writing: 201–225 TABE CLAS-E scale scores:* Total Reading and Writing: 483-514 Total Listening and Speaking: 486-525	Individual can understand simple learned phrases and limited new phrases containing familiar vocabulary spoken slowly with frequent repetition; can ask and respond to questions using such phrases; can express basic survival needs and participate in some routine social conversations, although with some difficulty; and has some control of basic grammar.	Individual can read simple material on familiar subjects and comprehend simple and compound sentences in single or linked paragraphs containing a familiar vocabulary; can write simple notes and messages on familiar situations but lacks clarity and focus. Sentence structure lacks variety but shows some control of basic grammar (e.g., present and past tense) and consistent use of punctuation (e.g., periods, capitalization)	Individual can interpret simple directions and schedules, signs, and maps; can fill out simple forms but needs support on some documents that are not simplified; and can handle routine entry level jobs that involve some written or oral English communication but in which job tasks can be demonstrated. Individual can use simple computer programs and can perform a sequence of routine tasks given directions using technology (e.g., fax machine, computer).

Functioning Level Table

Outcome Measures Definitions			
EDUCATIONAL FUNCTIONING LEVEL DESCRIPTORS—ENGLISH AS A SECOND LANGUAGE LEVELS			
<i>Literacy Level</i>	Listening and Speaking	Basic Reading and Writing	Functional and Workplace Skills
High Intermediate ESL Test Benchmark: CASAS scale scores: Reading: 211–220 Listening: 211–220 Writing: 226–242 TABE CLAS-E scale scores:* Total Reading and Writing: 515-556 Total Listening and Speaking: 526-558	Individual can understand learned phrases and short new phrases containing familiar vocabulary spoken slowly and with some repetition; can communicate basic survival needs with some help; can participate in conversation in limited social situations and use new phrases with hesitation; and relies on description and concrete terms. There is inconsistent control of more complex grammar.	Individual can read text on familiar subjects that have a simple and clear underlying structure (e.g., clear main idea, chronological order); can use context to determine meaning; can interpret actions required in specific written directions; can write simple paragraphs with main idea and supporting details on familiar topics (e.g., daily activities, personal issues) by recombining learned vocabulary and structures; and can self and peer edit for spelling and punctuation errors.	Individual can meet basic survival and social needs, can follow some simple oral and written instruction, and has some ability to communicate on the telephone on familiar subjects; can write messages and notes related to basic needs; can complete basic medical forms and job applications; and can handle jobs that involve basic oral instructions and written communication in tasks that can be clarified orally. Individual can work with or learn basic computer software, such as word processing, and can follow simple instructions for using technology.
Advanced ESL Test Benchmark: CASAS scale scores: Reading: 221–235 Listening: 221–235 Writing: 243–260 TABE CLAS-E scale scores:* Total Reading and Writing: 557-600 Total Listening and Speaking: 559-600	Individual can understand and communicate in a variety of contexts related to daily life and work. Can understand and participate in conversation on a variety of everyday subjects, including some unfamiliar vocabulary, but may need repetition or rewording. Can clarify own or others' meaning by rewording. Can understand the main points of simple discussions and informational communication in familiar contexts. Shows some ability to go beyond learned patterns and construct new sentences. Shows control of basic grammar but has difficulty using more complex structures. Has some basic fluency of speech.	Individual can read moderately complex text related to life roles and descriptions and narratives from authentic materials on familiar subjects. Uses context and word analysis skills to understand vocabulary, and uses multiple strategies to understand unfamiliar texts. Can make inferences, predictions, and compare and contrast information in familiar texts. Individual can write multi-paragraph text (e.g., organizes and develops ideas with clear introduction, body, and conclusion), using some complex grammar and a variety of sentence structures. Makes some grammar and spelling errors. Uses a range of vocabulary.	Individual can function independently to meet most survival needs and to use English in routine social and work situations. Can communicate on the telephone on familiar subjects. Understands radio and television on familiar topics. Can interpret routine charts, tables and graphs and can complete forms and handle work demands that require non-technical oral and written instructions and routine interaction with the public. Individual can use common software, learn new basic applications, and select the correct basic technology in familiar situations.

ATTACHMENT B

Financial Guidelines

The grantee shall agree and understand that the State of Missouri does not make advanced payments to the grantee for any services performed or goods purchased or provided.

The grantee must ensure that all services have been provided and costs have been incurred or encumbered prior to submitting an invoice to the State AEL office for payment/reimbursement from the state agency.

Expense Reporting Instructions

- A. An e-mail is sent out monthly letting the programs know when the expense reports are due (usually around the 1st or 2nd of the month for the prior month). If expenses are submitted after that deadline, expenses must be reported in the next month's column. For example, an e-mail will be sent at the end of August telling you that your August expenses are due September 2. Expenses reported through the end of the day, September 2, get reported in the August column. After September 2, expenses are to be reported in the September column.
- B. Payments are made, based on the amount reported on the expense report, around the 20th of each month.
- C. Before submitting (e-mailing) your reports, always make sure the YTD totals on the expense report match the YTD totals in your accounting system.
- D. At the first part of each month all expenses reported for the prior month are processed and entered into the Department's payment system. As soon as this is done, the reports for the prior month are closed out and corrections to those reports cannot be made. If you have a correction to a report previously submitted, the correction must be made in the current month's report – DO NOT go back to a prior month and make the changes.
- E. If you are reporting expenses on a quarterly basis, fill all expenses in the current month's column. For example, if you report July, August, and September on October 1, you will submit all 3 months in the September column.
- F. If you are late in reporting your expenses, fill the expenses in the current month's column. For example, if you report July's expenses on August 25, you will need to submit the expenses in the August column. July's expenses are closed out, and the next payment will be for the month of August.
- G. Line item transfers: If you need to move money between line items (over \$100), you must submit a request to the AEL financial officer prior to making the transfer. You must provide an explanation as to why you need extra funds in the line item you are moving it to and why you have available funds in the line item you are moving it from. Once approved, you must make the changes on your excel expense reporting form in the budget column and e-mail to financial officer. When e-mailing the form with the transfers, indicate in the e-mail that you have

made transfers based on prior approval. When moving money, you may not go over your total budget and you may not exceed 21% for administration (Category II).

Monthly/quarterly and year-to-date (YTD) expenses reported to the state AEL office must tie directly back to the program's accounting system.

The program's accounting system must track YTD expenses by line item.

All costs must have appropriate documentation to support the expenses being reported. There must be documentation to support salaries, benefits, travel, supplies, etc.

The program's accounting system must have a way to ensure against an over-expenditure of the AEL budget.

The program tracks the expenditure and receipts of funds separately within its organization from other funding sources received. AEL grant recipients must maintain records which adequately identify the source and application of federal funds. These records must contain financial information pertaining to the grant award/contract which identifies that grant/contract's activities. Grant/contract revenues, expenditures, etc must be separately identified with codes and must not be comingled with other state, federal, and local funds.

Due to the limitations of funds, the program may not use AEL funds for rent or lease payments.

The administrative budget/expenses (Category II) may not exceed 21% of the total budget/expenses unless prior written approval has been given by the State AEL office.

All the expenses reported are allowable in accordance with applicable OMB Circulars such as A-87 and A-21. All costs must be directly attributable to the program for which you are reporting. For example, if you travel to Jefferson City for a Missouri Options workshop, you cannot charge your travel costs for this workshop to your AEL program.

Basic Guidelines of Allowable expenses:

To be allowable under a federal award, costs must meet the following general criteria:

- A. Be necessary and reasonable for proper and efficient performance and administration of federal awards and be allocable thereto under these principles.
- B. Be authorized or not prohibited under state or local laws or regulations.
- C. Conform to any limitations or exclusions set forth in these principles, federal laws, or other governing limitations as to types or amounts of cost items.
- D. Be consistent with policies, regulations, and procedures that apply uniformly to both federally assisted and other activities of the governmental unit.
- E. Be accorded consistent treatment. Consequently, a cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a federal award as an indirect cost.

- F. Be determined in accordance with generally accepted accounting principles appropriate to the circumstances.
- G. Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-supported activity in either the current or a prior period.
- H. Be net of all applicable credits.
- I. Be adequately documented.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration shall be given to:

- A. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the governmental unit or the performance of the federal award.
- B. The restraints or requirements imposed by such factors as sound business practices, arms length bargaining, federal, state and other laws and regulations, and terms and conditions of the federal awards.
- C. Market prices for comparable goods or services.
- D. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the governmental unit, its employees, the public at large and the federal government.
- E. Significant deviations from the established practices of the governmental unit which may unjustifiably increase the federal awards cost.

Examples of Allowable Costs/Non-allowable Costs Specific to AEL

GED expenses are not allowable. AEL funds are to be used for instructing and preparing students for the GED; therefore, anything beyond that like the GED itself is not allowable. AEL funds cannot be used to pay for test fees, purchase GED gowns, food or beverages for a GED graduation reception, etc.

Food/treats for AEL students cannot be purchased with AEL funds unless it is conjunction with a “meeting”.

Incentives and bonuses for staff, students or a speaker are not allowable. You can pay “salary” for a speaker or a contracted dollar amount but not give them an incentive or gift.

Child care costs and transportation costs for students are allowable – support services that are necessary to enable individuals to attend and complete programs are allowable.

Fingerprinting costs are allowable as a reimbursable cost; however, the teacher must be hired in order to reimburse them for these costs.

Stipends (or extra duty pay) to teachers to attend something like a professional development activity is allowable if it is agreed to ahead of time and the hourly rate is agreed to ahead of time. The time paid for must be documented and based on actual hours worked.

Paying for teacher planning time is allowable. However, it must be based on actual hours worked and those hours must be documented. It cannot be based on an assumption of time.

Category I (Instruction) vs. Category II (Administration)

Costs may be charged to Instruction if it “*directly*” benefits the student. For example, orientation with students, talking to students on the phone, etc. can be charged to Instruction.

If it does not directly benefit the student it must be charged to admin. For example, ACES entry is admin; oversight of teacher activities is admin. These things ultimately benefit the student, but there is not a direct benefit to the student.

For “salaried” staff that are paid partially or in full with AEL funds, the program must keep semi-annual certifications for those staff members who spend one-hundred percent (100%) of their time on the AEL program.

For “salaried” staff that are paid partially or in full with AEL funds, the program keeps time sheets (PAR reports) for those staff who work on more than one program or cost objective (e.g. instruction vs. administration).

For “hourly paid” staff, the program keeps documentation to support the number of hours an employee is paid in a pay period.

Time and Effort

Depending on the sub grantee/recipient of a federal award, OMB Circulars may require documentation of time and effort for personnel. The following describes the time and effort requirements for LEAs, Non-profit/Community Based Organizations, and Institutions of Higher Education.

A. OMB Circular A-87 (LEAs):

Time and Effort: OMB Circular A-87 requires all employees, including teachers, paraprofessionals, administrators, and other staff that is paid with federal funds to document the time and effort they spend within the program. The portion of the federally paid salary should be reflective of the actual activity, not budgeted, the individual has put forth for that federal program. Time and effort reporting is required when any part of an individual's salary is charged to a federal program or used as match for a federal program. For example, any staff member that works on more than one program (AEL, EL Civics, Community Education, etc.) must track time related to each program. For more information, go to: [Circular No. A-87.8. Compensation for personal services](#))

Semi-Annual Certification: Where employees are expected to work solely on a single Federal award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that

program for the period covered by the certification. These certifications are required to be prepared at least semi-annually. For more information about semi-annual certifications, see: [Circular No. A-87.8. \(8\).\(3\)](#). A sample form is attached.

Monthly Personnel Activity Report (PAR): Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports (PARs). Salaries and wages of employees used in meeting cost sharing or matching requirements of Federal awards must be supported in the same manner as those claimed as allowable costs under Federal awards. For more information about monthly personnel activity reports, see: [Circular No. A-87. 8.\(8\).\(4\)](#). A sample form is attached.

B. OMB Circular A-122 (Non-profits and Community Based):

Time and Effort: For Non-profit Organizations/Community Based Organizations that are governed by A-122, and are required to maintain monthly certification for all employees funded with federal funds regardless whether the employee is funded 100% or split effort. For more information about A-122, see [OMB Circular A-122](#) (Section 8. 13. (1) & (2) Support of salaries and wages). See sample Semi-Annual Certification Form.

Monthly Personnel Activity Report (PAR): Charges to awards for salaries and wages, whether treated as direct costs or indirect costs, will 1) reflect an after-the-fact distribution of the actual activity of the employee, 2) account for the total activity for which the employee is compensated, 3) be signed by the employee, or by a responsible supervisory official having firsthand knowledge of the activities performed by the employee, 4) be prepared at least monthly and coincide with one or more pay periods. For more information on PARs, see: [Circular No. A-122. 8. 13. \(1\) & \(2\)](#) See sample form.

C. OMB Circular A-21 (Universities & Communities Colleges):

Time and Effort: Any employee at an Institution of Higher Education (Universities and Community Colleges) whose salary (wage) is funded in whole or in part by federal funds must complete a time and effort report as required by OMB Circular A-21.

For professorial and professional staff paid from federal funds, the time and effort reports must be prepared each academic semester, but no less frequently than every six months. For non-professional and other staff, the time and effort reports must be prepared no less frequently than monthly. The time and effort reports must:

- A. Reflect the distribution of activity expended by the employee (must indicate all of the federal and non-federal activities the employee worked on).

- B. Reflect an after-the-fact reporting of the percentage distribution of activity of the employee (must be based on how the employee actually worked). Charges may be made initially on the basis of estimates made before the services are performed, provided that such charges are promptly adjusted if differences are indicated by the time and effort reports.
- C. To confirm that the distribution of activity represents a reasonable estimate of the work performed during the reporting period, the employee accomplishing the work should sign the report. However, A-21 indicates that the reports may be signed by the employee, principle investigator, or responsible official(s) using suitable means of verification that the work was performed. For more information, see [OMB Circular A-21](#).

After recording time and effort, the payroll office must be provided with this time and effort documentation to ensure that salaries are appropriately funded based on actual time spent on a specific activity. The purpose of keeping time and effort records and tracking an individual's time to a particular federal grant is to determine the funding source to be used to pay an individual's salary. For example, if a timesheet shows 60% time towards AEL and 40% to Community Education, 60% of the salary is to be paid from AEL funds and 40% Community Education funding. It is allowable to process payroll based on how an individual's time is budgeted, but then you MUST reconcile with that individual's actual time towards a particular activity and make appropriate adjustments. This reconciliation should be done at least quarterly.

Stipends and Extra-Duty Pay

When a sub grantee/recipient pays for extra work beyond an employee's regular contract, then the sub grantee/recipient must develop a written agreement with the employee that indicates the extra work to be performed, the date(s) of performance, and the amount to be paid to the employee. The agreement must also be signed by the sub grantee/recipient and the employee to show the acceptance of the terms.

In addition, the employee must complete time and effort documentation that supports the extra work beyond the employee's regular contract. This documentation could be a semi-annual time certification or monthly personnel activity reports under A-87, monthly personnel activity reports under A-122, or a time and effort reports under A-21.

If AEL teachers receive extra pay for planning, attendance at Professional Development activities, etc., the program has a written policy that describes how these funds will be distributed and what documentation will be required to support the extra time. The documentation must show actual hours worked. (See allowable costs)

Purchase and Inventory of Equipment

All equipment purchases must be consistent with the approved budget and have been approved by the state AEL office.

Purchase of equipment (defined as costing over \$1000 per unit and having a useful life of a year or more) must have prior written approval of the State AEL office. The AEL-4 must be completed and submitted for approval. This can be found at: http://www.dese.mo.gov/divcareered/documents/AEL_4-expenditures_application.doc

In the event an AEL program is discontinued/defunded, the State AEL office may request that all supplies, materials and equipment, purchased with AEL funds be returned to the State AEL office.

If equipment purchased with AEL funds becomes unusable or no longer needed, the local entity must notify the State AEL office. If the equipment is unusable the local entity may dispose of this equipment in accord with local policies/procedures. If the equipment is no longer needed, the State AEL office will facilitate in locating another AEL program that can use the equipment. It will be the responsibility of the two local programs to complete the transfer.

An inventory list of all equipment purchased with AEL funds must maintained.

Equipment records must include:

- A. Description of the property
- B. Serial number or other identification number
- C. Funding source of property
- D. Who holds the title, if applicable
- E. Acquisition date
- F. Cost of the equipment
- G. Percentage of federal participation
- H Location, use and condition of the property
- I. Any ultimate disposition data including the date of disposal and sale price of the property.

A physical inventory of the property must be taken and documented at least once every two years. A control system must be developed to prevent loss, theft, or damage. Adequate maintenance procedures must be developed to keep the equipment in good condition.

Record Retention

AEL grant recipients must keep records that fully disclose the amount and use of those funds, the total cost of the activity for which the funds are used, the share of cost provided from other sources, and other pertinent information which will facilitate an effective financial or programmatic audit.

The federal retention period is three years for all financial and programmatic records. The starting date of retention begins on the day the final expenditure report is submitted. The retention period for equipment records starts on the date of disposition or replacement or transfer. If any litigation, claim, negotiations, audit or other action involving the records started before the end of the three year period, the records must be retained until completion of the action and resolution of all issues or until the end of the three year period, whichever is later.

To help clarify which programmatic information must be retained the following guideline is provided:

Programs are not required to keep documents that are typically in the “public” student folder. These are such items as the student’s progress plan, homework, and informal testing papers/results. These documents can be given to the student, destroyed, etc.

Programs must retain the information that is typically kept in the “private” folder for the 3 year minimum. The items below are what must be kept and are what is typically kept in the private folder (if they were made available to the program):

- A. Social Security Number
- B. Student address(es)
- C. Student phone number(s)
- D. Student e-mail address
- E. Signed non-disclosure statement
- F. Student Individual Education Plans (IEP) from a school district
- G. Other diagnostic results, i.e., PowerPath, Washington Learning Needs Screening Tool (Washington 13)
- H. Other information that would specifically identify a student

You must also retain documentation that directly supports the information in ACES regarding the student. This means attendance records must be retained; formal testing results (scores), i.e., TABE and CASAS scores must be retained (answer sheets do not need to be retained). Some programs may keep this documentation in the private folder, others may not. Regardless, this documentation must also be kept for a minimum of 3 years and the record retention guidelines must be followed.

“Supplement not Supplant” Guidelines

Under the federal “supplement not supplant” requirement, sub grantees/recipients may use federal funds only to supplement and, to the extent practical, increase the level of funds that would, in the absence of the federal funds, be made available from non-federal sources for the education of participating students. In no case may sub grantees/recipients use federal program funds to supplant (take the place of) funds from non-federal sources.

Supplement, not supplant provisions generally operate the same way for all programs. Supplanting is presumed to occur in the following instances:

- A. The sub grantee/recipient uses federal funds to provide services that it are required to make available under other federal, state or local laws.
- B. The sub grantee/recipient uses federal funds to provide services that were provided with non-federal funds in the prior year.
- C. The sub grantee/recipient uses Title I funds to provide services for eligible children that it provides with non-federal funds for other children. The law does permit sub grantees/recipients to exclude state and local funds expended for any

entity that operates as a School wide program under section 1114, and for any school or school attendance area as part of a state or local program that is very similar to Title I (comparable program provision).

These presumptions are rebuttable if the sub grantee/recipient can demonstrate that it would not have provided the services in question with non-federal funds had the federal funds not been available. For example, a sub grantee/recipient in the past year had used state or local funds to pay the salaries of certain personnel. The sub grantee/recipient then experiences significant loss of revenue. In the next year that sub grantee/recipient may be able to demonstrate that the use of current year federal program funds to pay for the salary costs would not be supplanting because, without the federal funds, it would not have the resources needed to maintain these positions. This exception can also be used where the services are mandated by state law, but the state provides no funds for it.

When using this rebuttable exception it is very important that the sub grantee/recipient maintains good fiscal records and documentation from their Management (School Board, Board of Directors, Authorized Representatives, etc) that will permit an auditor or program monitor to conclude that they have not supplanted.

In particular, a subgrantee/recipient that believes it could not maintain services previously paid with state or local funds had federal program funds not been available should:

- A. Be able to demonstrate a decrease of state and local funds from the prior year, and the maintenance or increase in standard operating costs (salaries, benefits, supplies, etc.) from the prior year;
OR
Be able to demonstrate that any increase in state and local funds is less than increases of the standard operating costs, and state/local funds have not been redirected to a new activity;
AND
- B. Be able to demonstrate that Management is on record as deciding to eliminate the activity under question unless a new source of funds is made available from non-state and non-local funds (in the absence of state and local funds), and the activities to be funded under a particular federal program are clearly consistent with the purpose of that program.

Sub-Contracting Guidelines

Prior to entering into a subcontract agreement, the AEL program must obtain written approval from the State AEL office. For any subcontract you must provide to us via e-mail:

- A. Who your subcontract is with;
- B. How much it is for; and
- C. What services will be provided.

A guideline to follow to determine whether or not you are entering into a “subcontract” arrangement – If you pay another entity to perform a function of what you said in your grant that you were going to provide, then that would be a subcontract and must have prior approval from the State AEL office.

Examples:

When you pay another entity/agency to perform the function of AEL instruction this would be a subcontract. Paying a one-stop center for building usage would **NOT** be a subcontract.

Another example - If you hire a marketing firm to develop marketing materials that would NOT be a subcontract. This would not be considered an actual function of operating your program. However, if you hire an agency/entity to perform the function of outreach/marketing, that would be a subcontract – that entity would be required to follow the guidelines of allowable costs and activities that we would require of you.

ATTACHMENT C

Employee Bidding/Conflict of Interest

Grantees who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the grantee and/or any of the owners of the grantee's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, they must complete the following:

Name and title of state employee, General Assembly member or statewide elected

official: _____

Name of state agency where employed: _____

Percentage of ownership interest in grantee's organization held by state employee, General

Assembly member or statewide elected official: _____%

Attachment D

Adult Education and Literacy (AEL) Program Proposal Outline (3.1.2.A)

Create a document that provides the following information as requested in Sections 3.3.1 through 3.3.4 of the grant. Number each page and put the Program Name on each page. Clearly identify each section following the format below.

PROGRAM NAME:

CONTACT NAME:

PHONE NUMBER:

General Information (3.3.1):

- A. Identify the service(s) to be provided (Identify A, B, and/or C from 2.1.1 in the Grant)
- B. Applicant must submit a resume of the director. The director's resume must be submitted as an attachment to the grant application packet. (3.3.1.B) – 2 page maximum resume
- C. Provide the information as required for each Staff considered to be in a management or supervisory position, including the director, within the program. (3.3.1.C) – ½ page maximum per individual
- D. Submit an organization chart for the proposed AEL program. (3.3.1.D)
- E. Briefly describe the geographic service area. (3.3.1.E) – ½ page maximum description

Demonstrated Effectiveness (3.3.2):

Provide compelling evidence of past effectiveness as defined in 3.3.2 of the Grant.

Program Operation (3.3.3):

- A. Provide the Overall Structure of the proposed program per 3.3.3.A of the Grant.
- B. Write to meet the Core Indicators of the proposed program per 3.3.3.B of the Grant.

Budget (3.3.4):

- A. Indicate the approximate number of adults to be served by the program. (3.3.4.A)
- B. Complete a detailed budget using the budget template. (3.3.4.B)
- C. Provide a detailed budget narrative. (3.3.4.C)

Bonus Section

If applicable, provide the information as outlined in 3.5.1 and/or 3.5.2 to meet the requirements for Organizations for the Blind and Sheltered Workshops and Service-Disabled Veteran Business Enterprises (SDVEs)

ATTACHMENT E – Detailed Budget and Budget Narrative Guidance

The bidder/applicant must submit a budget and narrative along with their application. A template is provided for the budget, however there is not a template provided for the budget narrative. The budget narrative is to be developed by the bidder/applicant.

Attachment E.1 is a sample from an actual AEL program of a detailed budget and budget narrative. While this sample is not 100% perfect, this is a sample of a “good” budget. DESE made notes in this sample budget narrative where a couple of mistakes were made (in italics). Additional examples of a detailed budget and narrative are located on the AEL website at http://dese.mo.gov/divcareered/acl_grants-IFBs.htm. To assist in developing the budget and narrative, general suggestions and specific guidance related to salaries are provided below.

General Suggestions

When completing the budget, programs should explain specifically how they arrived at the dollar amount they have requested. How was the dollar amount calculated? You want the reviewers to be able to answer, “How did they come up with the dollar amount requested?” Example: as part of the Supplies category: “16-Number Power Books @ \$16.50 each = \$264.00” This shows how many, of what, and at what price.

What NOT to include: Do not go into detail about your program’s operation in your budget, the place for that is in the actual proposal. Example of what NOT to include in budget: “We provide over 75,000 contact hours to over 1,500 residents in our school district.”

Salaries

Since salaries are typically the largest cost item, we are providing specific guidance regarding salaries. We suggest that you organize the salary information into Hourly and Salaried employees and present it either “by teacher” or “by site”.

By Teacher

Presenting it by teachers for hourly employees would include the number of teachers, rate of pay, and how many hours taught that year. Presenting it for salaried teachers would include the number of teachers and pay rate.

By Site

Presenting it by site for hourly employees would include listing each site, the number of days open each week, the hours open each week, the number of weeks planned to be open, and the average pay rate for that site. Presenting it for salaried teachers would include the site or sites for each teacher and their salary.

ATTACHMENT E.1 – Detailed Budget Sample

2013-2014 BUDGET REQUEST					
Program Name	Program A				
CATEGORY I		Totals	DESE AEL Request*	Local Resources**	
<u>6100 Salaries</u>		\$143,269.00	\$143,269.00	\$0.00	
	Hourly Employees - See Narrative	\$133,981.00	\$133,981.00		
	Salaried Employees - See Narrative	\$9,288.00	\$9,288.00		
		Totals	DESE AEL Request*	Local Resources**	
<u>6200 Benefits</u>		\$17,688.27	\$17,688.27	\$0.00	
Full Time Benefits	Retirement, Medical, Medicare	\$9,653.10	\$9,653.10		
Part Time Benefits	FICA, Medicare	\$8,035.17	\$8,035.17		
		Totals	DESE AEL Request*	Local Resources**	
<u>6300 Purchased Services</u>		\$19,601.72	\$7,554.12	\$12,110.00	
	Workplace Readiness Workshop	\$2,200.00	\$2,200.00		
	Prof. Dev. Conferences, Workshops	\$1,920.00	\$1,920.00		
	In-District Mileage for ABC Class	\$1,149.12	\$1,149.12		
	Deaf Interpreter Services	\$1,750.00	\$1,750.00		
	Scanner maintenance	\$535.00	\$535.00		
	Mass Copies	\$7,700.00		\$7,700.00	
	Space and Operational Expenses	\$3,519.60		\$3,582.00	

	Computer Technician Service	\$828.00		\$828.00	
		Totals	DESE AEL Request*	Local Resources**	
<u>6400 Supplies & Materials</u>		\$5,575.24	\$5,575.24	\$0.00	
	Student Workbooks	\$3,423.24	\$3,423.24		
	CompuScan Test Answer Sheets	\$1,200.00	\$1,200.00		
	General Classroom Supplies	\$952.00	\$952.00		
		Totals	DESE AEL Request*	Local Resources**	
<u>6500 Capital Outlay</u>		\$1,486.00	\$1,486.00	\$0.00	
	4 Folding Tables @ \$159 ea	\$636.00	\$636.00		
	1 Dell Desktop Computer	\$850.00	\$850.00		
	<u>Category I Totals</u>	Totals	DESE AEL Request*	Local Resources**	
		<u>\$187,620.23</u>	<u>\$175,572.63</u>	<u>\$12,110.00</u>	
CATEGORY II		Totals	DESE AEL Request*	Local Resources**	
<u>6100 Salaries</u>		\$29,695.00	\$29,695.00	\$0.00	
	Director (50% of Salary)	\$16,440.00	\$16,440.00		
	Administrative Assistant	\$13,255.00	\$13,255.00		
		Totals	DESE AEL Request*	Local Resources**	
<u>6200 Benefits</u>		\$5,230.74	\$5,230.74	\$0.00	
Full Time	Director	\$4,216.73	\$4,216.73		
Part Time	Administrative Assistant	\$1,014.01	\$1,014.01		

		Totals	DESE AEL Request*	Local Resources**	
<u>6300 Purchase Services</u>		\$3,667.11	\$3,667.11	\$0.00	
	Travel/Mileage for Admin. Staff	\$690.63	\$690.63		
	Telephone	\$816.00	\$816.00		
	Telephone Book Advertisement	\$638.48	\$638.48		
	Copy Machine Service Agreement	\$1,202.00	\$1,202.00		
	Website Service	\$300.00	\$300.00		
	Education Job Fair Registration Fee	\$20.00	\$20.00		
		Totals	DESE AEL Request*	Local Resources**	
<u>6400 Supplies & Materials</u>		\$640.00	\$640.00	\$313.00	
	Printer Cartridge Refills	\$250.00	\$250.00		
	5,000 Promotional Flyers	\$290.00	\$290.00		
	General Office Supplies	\$100.00	\$100.00		
	Postage			\$313.00	
		Totals	DESE AEL Request*	Local Resources**	
<u>6500 Capital Outlay</u>		\$0.00	\$0.00	\$0.00	
	No Request				
	<u>Category II Totals</u>	Totals	DESE AEL Request*	Local Resources**	
		<u>\$39,232.85</u>	<u>\$39,232.85</u>	<u>\$313.00</u>	
		Grand Total	DESE AEL	Local	

			Request*	Resources**	
	<u>PROGRAM TOTALS</u>	<u>\$226,853.08</u>	<u>\$214,805.48</u>	<u>\$12,423.00</u>	
		Admin	18.26%		
*DESE AEL Request refers to the amount the program is asking to be funded by DESE.					
**Local Resources refers to the amount that is funded by local resources, i.e., school district contributions and/or local donations					
***To keep formulas accurate, make sure to insert any additional lines between the two existing description lines.					

ATTACHMENT E.1 – Budget Narrative Sample

Category I 6100 Salaries \$143,269

The teachers below teach at six different sites and classes within our program in the A, B, C, and D school districts. We offer classes five days a week at two sites, M&T at one site, M&W at one site, T&TH at two sites, and two spring and fall Monday night Fast Track sessions in School District B, with an average of three hours per class. The Missouri Career Center (MCC) site operates all year. We employed an instructor in November 2009 to help with the high volume of students attending at MCC due to an increase in referrals. The AEL Learning Center and School District C sites close a total of six weeks for spring, summer, and Christmas breaks. The Early Head Start and School District D classes are open September-May.

There are a total of 11 teachers: ten with regular hours and one who receives an hourly wage for teaching to low-level learners and ESL students on an as-needed basis. One instructor teaches full time.

Hourly Employees

The salary information is organized by hourly rate. The AEL program director will teach 3.5 hours Monday through Friday at \$21.35 per hour; 50% of her salary amount is instructional.

	Number of Teachers	Number of Hours	Amount
Director/Instructor @ \$21.35 per hour	1	770	\$16,440
Teachers @ \$18.55 per hour	1	559	\$10,369
Teachers @ \$17.98 per hour	2	2,185	\$39,286
Teachers @ \$16.81 per hour	1	578	\$9,716
Teachers @ \$14.71 per hour	5	3,249	\$47,792
Teachers @ \$14.14 per hour	1	734	\$10,378
	11	Total	\$133,981

Salaried Employee

AEL holds a subcontract with ALA Read. Our literacy coordinator serves AEL 16.5 hours per week. She has a salaried, part-time job matching students with tutors and administering pre- and post-tests to ABE Level 1 & 2 students and ESL Level 1-6 students. She also fills out a time sheet for teaching STAR vocabulary classes to ESL students approximately 23 hours per month. (The remainder of her salary is paid by ALA Read.)

1 – Literacy Coordinator – Salaried Teacher	\$774 x 12 mos.	\$9,288
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Explanation of Salaries

New instructors are hired at \$14 per hour. The pay scale ranges from \$14 per hour to \$21.35 per hour. Program A School District allows AEL to receive the same pay raise percentage as the

school district instructors. They will receive a 1% raise in July 2013 and remain at that rate for two more years.

Category I 6200 Benefits **\$17,688.27**

Explanation of benefits:

The school district gives teacher retirement at 17 hours. One of our AEL teachers works only 12 hours per week but receives retirement because she also teaches full time with the school district. Four teachers currently receive teacher retirement benefits. There is a .5% increase (from 13.5% to 14.0%) anticipated for certified teacher retirement benefits for next year. The cost for teacher retirement will be \$10,318.85.

There is a .13% increase (from 6.5% to 6.63%) anticipated for non-teacher retirement benefits for next year. At present, none of our instructors receive non-teacher retirement benefits.

Other payroll tax rates will remain the same next year.

The school district pays FICA (6.2%) for six teachers. The cost for FICA in Category I for hourly employees will be \$3,717.97.

The school district pays Medicare (1.45%) for ten teachers. The cost for Medicare in Category I for hourly employees will be \$1,974.62.

Working seven hours per day makes certified teachers eligible for health insurance at a reduced cost. The district pays 10.2% for the program director's medical insurance premiums. The district board will vote on health insurance rates in May. The anticipated cost for medical in Category I for one hourly employee is \$1,676.83.

Summary of benefits:

Total benefits for full-time employees: \$9,653.10

Total benefits for part-time employees: \$8,035.17

Category I 6300 Purchased Services **\$7,554.12**

Workplace Readiness Workshop \$2,200

A qualified (non-AEL certified) workplace development instructor teaches a four-day Workplace Readiness Workshop at the Missouri Career Center through AEL. The content includes self-assessment, goal setting, stress management, resumes, cover letters, and interviewing. Instructor "TJ" receives \$440 per workshop. He conducts the workshops in September, October, February, March, and April.

5 months x \$440 = \$2,200

Professional Development Travel/Mileage/Meals for Instructional Staff - \$1,920

Professional development is important to the success of AEL programs. Experienced teachers must have the opportunity to attend math institutes, reading and writing workshops, and literacy conferences so that they can stay abreast of the latest instructional practices and improve their knowledge in all areas of AEL content standards. For AEL certified teachers, the cost for completing the required 20 hours of professional development per year is reduced because of the increased amount of online workshops and presentations held at our own site whenever possible.

The cost to send six teachers to the Missouri Adult Continuing Community Education (MAACCE) conference is \$810.

The cost to send our literacy coordinator to Columbia, MO for a conference is \$199.20.

We must budget travel expenses for one new teacher to attend a Pre-Certification Workshop and Beginning Teachers Assistance Program held in Columbia, MO, which is located 240 miles away. (Four one-way trips x 240 miles x .38 = \$364.80 plus \$26 for meals = \$390.80.)

The remaining amount budgeted for AEL workshops which are held in the local area, based upon previous years, is \$520.

In-District Mileage for FastTrack class - \$1,149.12

We plan to hold one fall and one spring Fast Track GED class session on Monday nights from 6:00pm to 8:00pm at the B Area Vo-Tech. The travel expense of \$287.28 each month from our schools district to B Area Vo-Tech is considered in-district mileage by our school district. The class will be in operation four months.

4 mos. x \$287.28 = \$1,149.12

Deaf Interpreter Services - \$1,750

We offer deaf interpreter services for any students requiring the service as long as the student maintains consistent attendance and shows continuous progress. Last year Program A AEL paid \$25 per hour to a deaf interpreter for a total of 70 hours, and we wish to offer the same reasonable accommodations in FY2014.

70 hrs. x \$25 = \$1,750

Machine maintenance - \$535

The cost for one Scantron scanner repair is \$535.

DESE AEL Resource

The WIA one-stop location, Missouri Career Center, requires that the AEL program contract for services in lieu of rent for the space used by the afternoon and evening AEL classes. The Division of Workforce Development accepts a reduced rate for AEL programs based on contact hours of usage. DESE worked out an agreement with the DWD that will allow DESE to make one payment to DWD. Therefore, our AEL program will not need to budget funds for this payment.

Local Resources**\$12,110**

Class space, utilities, computer usage, and custodial service are provided at the Early Head Start, Junction Alternative School, Area Vo-Tech, and City Public Library satellite sites as in-kind contributions to the program.

Our host agency provides class space, computer maintenance, mass copies, interdepartmental mail service and postage at the main AEL Learning Center building. In addition, we are provided two phone lines, one fax line, and a voice mailbox. Program services are advertised on the Schools website and brochures. We receive internet access, the First Class email account, and free technological support on 12 Dell computers.

The approximate amounts contributed by the School District of \$7,700 for mass instructional worksheet copies, \$3,582 for operational expenses, and \$828 for computer technician service saves our program an estimated amount of **\$12,110** per year.

Category I 6400 Supplies and Materials**\$5,575.24**

Quality educational materials are essential for student success. This budget provides \$9.50 per 600 students served (pretested with 12 or more class hours), including homework for students with transportation and child care problems. A total of \$3,548 is budgeted for student workbooks, \$1,200 for Compuscan test answer sheets, and the remainder of \$952 for general supplies (listed below).

Student Workbooks - \$3,423.24

Low-level consumable books from JR Learning – 20 books @ \$10.00 each = \$200.00

Math and English Exercises 10-packs – 21 sets @ \$40.29 each = \$846.09

Contemporary Number Power Series – 30 books @ 14.91 each = \$447.30

Steck-Vaughn America's Story – 10 books @ \$20.40 each = \$204.00

Steck-Vaughn Language Exercises – 20 books @ \$19.58 each = \$391.60

Steck-Vaughn Vocabulary Connections – 18 books @ \$16.95 each = \$305.10

New Readers Press News for You – 48 weeks for \$249.95

Steck Vaughn Administrator's Guide – 6 books @ 52.00 each = \$312.00

GED Practice Test Answer Sheets – 6 packages @ \$26.00 each = \$156.00

10% shipping charge on above items: \$311.20

Compuscan Test Answer Sheets – 1,200

Compuscan test answer sheets cost per package. Our program uses packages per year for pre- and post-testing on the Test of Adult Basic Education (TABE).

General Supplies - \$952

Student folders, TZ labels, pencils, pens, erasers, tissues, batteries, - \$370

Toner for two Scantron Testmate test-grading machines - \$287

Copy paper and colored copies - \$165

Printer cartridge refills - \$100

Projector bulb - \$30

Category I 6500 Capital Outlay \$1,486

This item provides for the purchase of four new tables for the Orientation room @ \$159 each and one Dell computer for the ESL classroom for \$850 using the School discount.

DESE note – this would actually go under Supplies and Materials since the cost is under \$1000 ea

Category II 6100 Salaries \$29,695

Director	Hourly	770 hours	\$21.35/hour	\$16,440
Administrative Assistant	Hourly	1,100 hours	\$12.05/hour	\$13,255

Administrative staff includes a full-time director and a part-time administrative assistant.

The program director supervises instruction at 6 sites which includes staff of 11 teachers, a secretary, literacy coordinator, and 35 literacy volunteers. She receives an hourly wage and works 11 months out of the year. She spends 50% of her time performing administrative duties. She teaches 3.5 hours five days a week from 8:30am to 12:30pm, and she works 3.5 administrative hours five afternoons a week from 1:00pm to 4:30pm at the AEL Learning Center, a total of 7 hours per day. Her hourly wage is currently \$21.14, and she will receive a 1% raise in FY2011 for a wage of \$21.35 per hour.

770 hours x \$21.35 = \$16,440

The secretary enters ACES data and performs other important duties such as answering the phone, greeting students, taking attendance, typing, and filing. She works 5 hours per day, 224 days out of the year. Her hourly wage is currently \$11.93, and she will receive a 1% raise in FY 2011 for a wage of \$12.05 per hour.

220 days x 5 hours x \$12.05 per hour = \$13,255

Category II 6200 Benefits \$5,230.74

For full-time, hourly employees, the district currently pays 1.45% Medicare and 13.5% Retirement. There is a .5% increase (from 13.5% to 14.0%) anticipated for certified teacher retirement benefits for next year. The school district also pays 10.2% medical insurance for the director that purchases medical insurance at a reduced cost. Costs for the program director's benefits will be \$238.37 for Medicare, \$2,301.53 for Retirement, and \$1,676.83 for Medical benefits, totaling \$4,216.73.

For part-time hourly employees the district pays 6.2% for FICA and 1.45% for Medicare. Costs for the administrative assistant's benefits will be \$821.81 for FICA and \$192.20 for Medicare, totaling \$1,014.01.

Category II 6300 Purchased Services \$3,667.11

Travel/Mileage for Administrative Staff – The program director attends the spring and fall directors’ conferences for a cost of \$298.40. She attends two regional directors’ meetings for a cost of \$93.48. One trip to Jefferson City costs \$298.75. The estimated cost for the director’s travel is \$690.63.

The district charges our program an average of \$68 per month for communication by telephone, a total of approximately \$816 per year.

It is necessary for the public to find our location and contact us by phone. The cost of an advertisement in the Names and Numbers telephone book for a year is \$638.48.

Our annual copy service agreement costs \$1,202 for two machines: one at the Missouri Career Center and one at the AEL Learning Center.

Our AEL program created a website through BILR Technology Services in March 2010, complete with a “Contact Us” form. The monthly fee for use of Contros website management to add/edit/delete text is \$25 per month. The yearly fee for website service will be \$300.

The cost for registration and a display table at MSSU’s annual Education Job Fair is \$20.

Category II 6400 Supplies and Materials \$640

Office printers and fax machine cartridge refills/replacements are budgeted at \$250.

AEL promotional flyers (5,000) are budgeted at \$290.

The remaining \$100 is budgeted for general office supplies.

Category II 6500 Capital Outlay \$0

No capital outlay purchases will be necessary.

Other Support (Local Resources) \$313

The school district covers the cost of postage for GED graduation invitations and letters to absent students in the amount of \$313 per year. No attempt was made to estimate the value of minimal school district costs for payroll services and audit fieldwork; nor was an attempt made to estimate the value of the support provided by partner agencies such as counseling, transportation, and referring clients to our services.

DESE note – this is not actually an allowable “in-kind” contribution. Costs for GED graduation are not allowable costs.

Administrative Percentage Justification

Program A's percent of allocation in Category II is over 5 percent of the total budget but does not exceed 21 percent. The percentage request for administrative funds is 18.26%.

DESE Note - An explanation for exceeding the 5% is required to be provided here

ATTACHMENT F: Financial Object Codes

Expenditure Object Code Descriptions

Expenditure Object means the service or commodity obtained as a result of a specific expenditure. There are six object categories, each of which is further subdivided into sub-objects. Code numbers in the CLASS column and middle (subclass) column ending in zero are for subtotaling purposes only and are not used for posting transactions.

An expenditure object code is based on how a particular expenditure is paid out or planned to be paid out, whether as a salary, an employee benefit, a purchased service, a supply item, a capital outlay, or a debt expenditure. Detail expenditure object codes are further broken down in order to collect specific expenditure detail for detail reporting purposes. (See Part III-C of the Annual Secretary of the Board Report (ASBR) to see the distinction made in expenditure object code detail.)

<u>CODE</u>		<u>DESCRIPTION</u>
<u>CLASS</u>	<u>DETAIL</u>	
6100		<u>Salaries</u> - Amounts paid to employees of the LEA who are considered to be in a position of permanent nature or hired temporarily, including personnel substituting for those in permanent positions. This includes gross salary for personal services rendered while on the payroll of the LEAs.
6110		<u>Certificated Teacher Salaries</u>
6111		<u>Regular Salaries</u> - Full-time, contract, and prorated portions of the costs for work performed by teachers (defined in the broad sense of Section 168.104 (7),RSMo) of the LEA who are considered to be in positions of a permanent nature. If a supplemental duty is a part of the regular year contractual duties or required of the position, it should be included in this object. Career ladder is also included in this object. These salaries are subject to teacher retirement (Public School Retirement System of Missouri, PSRS). Certificated employees meeting the definition of "new-hire" (hired after March 31, 1986) are also subject to Medicare-only withholdings.
6120		<u>Certificated - Part-time</u>
6121		<u>Substitute and Other Part-time Teacher Salaries</u> - Certificated <u>teachers</u> who work less than full-time and perform work in positions of either temporary or permanent nature. Part-time teachers can be looked at as two distinct groups for retirement purposes. New, part-time, certificated employees (hired after August 28, 1997) as a teacher or employed in a non-teaching position, for <u>20 or more hours per week</u> shall be a member, on a pro-rata basis, in the Public School Retirement System (PSRS) of Missouri with the option of electing non-teacher retirement. If a part-time certificated employee (hired before August 28, 1997) has elected to be a member of the non-teacher retirement system, the election made at the time of employment is permanent and irrevocable, unless the employee becomes a full-time employee, at which time membership in PSRS is

required by law. Certificated employees, employed to serve less than 20 hours per week are not eligible for coverage under either PSRS or NTRS, until such time as they become employed to serve 20 hours or more per week. Those certificated employees serving less than 20 hours per week are subject to OASDI and Medicare only. If a summer school teacher was a member of PSRS during the regular term, that employee would be subject to teacher retirement during summer school regardless of the number of hours worked.

CODE
CLASS DETAIL

DESCRIPTION

6130 Certificated - Supplemental

6131 Supplemental Pay - Amounts paid for student activities sponsorship, coaching, stipends for curriculum development and other duties beyond the regular school day or school session. Subject to state, federal tax and teacher retirement, whether or not the supplemental duty is related to the employee's regular position. Certificated employees meeting the definition of "new-hire" (hired after March 31, 1986) are also subject to Medicare-only withholdings.

6140 Certificated Employees Unused Sick Leave and/or Severance Pay

6141 Certificated Employees Unused Sick Leave and/or Severance Pay - Amounts paid to certificated employees at time of retirement or termination of employment for that portion of unused sick leave, vacation leave and early retirement buyout. No teacher retirement, full-social security, or Medicare-only deductions are to be made from these payments to certificated employees covered by the Public School Retirement System of Missouri. Federal and State tax deductions are to be made. When "new hire" certificated employees (hired after March 31, 1986 and subject to Medicare-only withholdings) qualify for these payments, Medicare will need to be withheld from the payment.

6150 Classified Salaries - Regular

6151 Classified Salaries - Regular - Full-time and prorated portions of the costs for work performed by typically non-certificated employees of the LEA and certificated employees who are employed in non-teaching positions of a permanent nature (Includes all teacher aides whether certificated or non-certificated). Generally subject to non-teacher retirement and OASDI and Medicare. Certificated employees employed to serve less than 20 hours per week are not eligible for coverage under either PSRS or NTRS, until such time as they become employed to serve 20 hours or more per week. Those certificated employees serving less than 20 hours per week are subject to OASDI and Medicare only. Full-time certificated employees regardless of position in the district must participate in the Public School Retirement System.

6160 Classified Salaries - Part-time

6161 Classified Salaries - Part-time - Cost for work performed by employees of the LEA who work in positions of less than full-time or of a temporary nature. Subject to non-teacher retirement, OASDI and Medicare. If less than 20 hours per week subject to OASDI and Medicare only.

6170 Classified Employees Unused Sick Leave and/or Severance Pay

6171 Classified Employees Unused Sick Leave and/or Severance Pay - Amounts paid to classified employees at the time of retirement or termination of employment for that portion of unused sick leave or vacation leave. No OASDI or Medicare nor retirement is withheld but federal and state tax deductions are made on the amounts.

CODE
CLASS DETAIL

DESCRIPTION

6200 Employee Benefits - Amounts paid by the LEA on behalf of employees. These amounts are not included in the gross salary, but are over and above. Such payments are fringe benefits; and while not paid directly to employees, nevertheless are part of the cost of salaries and benefits. These charges should be distributed to functions in accordance with the salary function of the employee or group of employees. If materiality prevents, charge to Function 1110, Elementary Instruction.

6210 Teachers' Retirement

6211 Teachers' Retirement - Amounts paid by the LEA to the Public School Retirement System (PSRS) of Missouri for certificated employees. This excludes employee contributions.

6220 Non-Teacher Retirement

6221 Non-Teacher Retirement - Amounts paid by the LEA to the Non-Teacher Retirement System (NTRS) of Missouri for eligible non-certificated personnel and certain certificated personnel who are less than full-time. This excludes employee contributions.

6230 Old Age, Survivors and Disability Insurance (OASDI) and Medicare

6231 Old Age, Survivors and Disability Insurance (OASDI) - Employers share paid by the LEA to the Missouri Retirement Fund for employees for Old Age, Survivors and Disability Insurance (OASDI).

6232 Medicare - The employer's share of the Medicare tax paid by the LEA for employees other than teachers. This excludes employee contributions.

6233 Medicare - Teachers - The employer's share of Medicare tax withholdings taken on all wages of "new hire" teachers. "New hire" teachers are members of the

public school retirement system who were hired after March 31, 1986. This excludes employee contributions.

6240	<u>Employee Insurance</u>
6241	<u>Employee Insurance</u> - Employer's share paid by the LEA for medical, dental, salary protection, or for annuities in lieu of insurance (considered as salary for PSRS purposes) and life insurance (which is not considered Salary for PSRS purposes). This excludes employee contributions (Detail may be used to identify specific benefits).
6260	<u>Workers' Compensation Insurance</u>
6261	<u>Workers' Compensation Insurance</u> - Amounts paid by the LEA for workers' compensation insurance. There are no employee contributions.
6270	<u>Unemployment Compensation</u>
<u>CODE</u>	
<u>CLASS</u>	<u>DETAIL</u>
	<u>DESCRIPTION</u>
6271	<u>Unemployment Compensation</u> - Amounts paid by the LEA for employee benefits under unemployment compensation plans which includes actual benefits paid or unemployment insurance. There are no employee contributions.
6290	<u>Other Employer Provided Services</u>
6291	<u>Other Employer Provided Services</u> - Amounts paid for employer-provided services such as baby-sitting, day care, parking, etc.
6300	<u>Purchased Services</u> - Amounts paid for services rendered <u>by personnel who are not on the payroll of the LEA</u> and for other services which the LEA may purchase. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided in order to obtain the desired result.
6310	<u>Professional and Technical Services</u> - Services which by their nature can be performed only by persons with specialized skills and knowledge. Included are the services of other school districts, architects, engineers, auditors, dentists, medical doctors, lawyers, consultants, accountants, etc.
6311	<u>Instructional Services</u> - Tuition including vocational tuition to other districts and non-payroll services performed by qualified persons directly engaged in providing learning experiences for pupils. Included are services of teachers and paraprofessional personnel and "Performance Contract" activities provided directly to a child.
6312	<u>Instructional Program Improvement Services</u> - Services performed by persons qualified to assist teachers and supervisors enhance the quality of the

teaching process. This category includes curriculum consultants, in-service training specialists, etc., not on the payroll. The IRS says that a person who is a regular employee may not be treated as a consultant (purchased service) by the same employer for other duties.

6313 Pupil Services – Non-payroll services of qualified personnel to assist pupils and their parents in solving mental and physical problems to supplement the teaching process.

6314 Staff Services - Services performed by persons qualified to assist in employing and assigning staff. This category includes specialists in personnel counseling and guidance.

6315 Audit Services - Management services by independent auditors in the examination of records, documents, internal control and financial statements of the district for the purpose of rendering an opinion on these statements. This may also include other management services beyond the audit.

6316 Data Processing Services - Services performed by persons, organizations, or another agency qualified to process data. This category includes those data processing services purchased from another agency or concern of specialists who are contracted to perform a specific task on a short-time basis.

CODE
CLASS DETAIL

DESCRIPTION

6317 Legal Services - Services by lawyers advising the school district, its Board of Education and administrative officials on the statutes, laws and regulations and representing the school district in a court of law.

6318 Election Services - Contracted arrangements with the county or city for school district elections for providing voting machines, judges, ballots and other election expenses as billed to the district by the county or city.

6319 Other Professional and Technical Services - Services which are professional and technical in nature which has not been specifically addressed above: tax collection, property evaluation services, banking related services, tuition reimbursement, professional development, employee in-service registration fees, bus driver drug testing and bus driver medical examinations.

6330 Property Services - Services purchased to operate, repair, maintain, insure, and rent property owned and/or used by the LEA. These services are performed by persons other than LEA employees.

6331 Cleaning Services - Services purchased to clean buildings other than those provided by LEA employees.

- 6332 Repairs and Maintenance - Expenditures for ordinary repairs and maintenance services that are not provided directly by LEA personnel. This includes contracts and agreements covering the upkeep of grounds, buildings, and equipment. Renovating and remodeling are not included here but are considered under Expenditure Object 6500, Capital Outlay.
- 6333 Rentals - Land and Buildings - Expenditures for leasing or renting land and buildings including mobile units for both temporary and long-range use of the LEA. **The LEA must be aware of the differentiation between rent or lease with no intent to acquire title to the property and lease purchase in which the LEA will take title to the property.** A rental or lease with no intent to take title is General (Incidental) Fund expenditure. If the district intends to take title or completes a buy-out at the end of a lease, the principal and interest payments must be made from the Capital Projects Fund or the full purchase price of the property will be deducted as an adjustment to the funds payable to the district under Section 163.031, RSMo, (Basic Formula) in the year following the transfer of title to the district. (See Section 177.088, RSMo.)
- 6334 Rentals - Equipment - Expenditures for leasing or renting equipment for both the temporary and long-range use of the LEA. Examples include expenditures for the rental of copy machines, telephone systems, and buses which are operated by personnel on the LEA payroll are recorded here.
- 6335 Water and Sewer - Expenditures for water and sewer services from a private or public utility company.
- 6336 Trash Removal - Expenditures for trash or garbage pickup service not provided by LEA personnel.

<u>CODE</u>	<u>DETAIL</u>	<u>DESCRIPTION</u>
6339		<u>Other Property Services</u> - Property services purchased which are not specifically addressed above.
6340		<u>Transportation Services</u> - Expenditures for transporting children to school and official travel of LEA employees.
6341		<u>Contracted Pupil Transportation To and From School</u> - Expenditures to persons or agencies for the purpose of transporting children to and from school. Expenditures for the rental of buses which are operated by personnel on the LEA payroll <u>are not</u> recorded here; they are recorded under Purchased Services - Expenditure Object 6334, Rentals - Equipment.
6342		<u>Other Contracted Pupil Transportation-Non-route</u> - The LEA with a non-district operated transportation system shall record non-route mileage expense in this account.

6343 Travel - Expenditures for transportation, meals, hotel, conference registration fees, and other expenses associated with staff traveling on business for the LEA. Payments for per diem in lieu of reimbursements for subsistence (room and board) also are charged here.

6349 Other Transportation Services - Transportation services other than those classified above. School bus titles, licenses, inspections and delivery charges not included in the cost of the vehicle.

6350 Insurance (Other Than Employee Benefits)

6351 Property Insurance - Expenditures for insurance on any type of property owned or leased by the LEA. This is usually associated with Function 2540, Operation/ Maintenance of Plant Services, Function 2552 and District Operated Pupil Transportation Services.

6352 Liability Insurance - Expenditures for insurance coverage of the LEA, or its officers, against losses resulting from judgments awarded against the LEA. This is usually associated with Function 2300, Support Services - General Administration, and Function 2552, District Operated Pupil Transportation Services.

6353 Fidelity Bond Premium - Expenditures for bonds guaranteeing the LEA against losses resulting from the actions of the treasurer, employees, or other persons of the LEA. This is usually associated with Function 2320, Executive Administration Services, and Function 2500, Support Services - Business.

CODE
CLASS DETAIL

DESCRIPTION

6359 Judgments against the LEA and Settlement - Expenditures from current funds for all judgments (except as indicated) against the LEA that are not covered by insurance, but are of a type that might have been covered by insurance.

Judgments against the LEA resulting from failure to pay bills or debt service are recorded under the appropriate expenditure accounts as though the bills or debt service had been paid when due. OASDI and Medicare fines or penalties are paid from this code as are out-of-court settlements. This includes IRS penalty for late payment of federal withholding taxes. Even though this is a 6300 account, the terms may require federal withholding, state withholding, retirement withholding, or the filing of an IRS 1099.

6360 Communication

6361 Communication - Services provided by persons or businesses to assist in transmitting and receiving messages or information. This category includes telephone, fax, Internet, postage machine rental and postage.

6362 Advertising - Expenditures for printed or broadcast announcements in professional periodicals and newspapers or by way of radio and television

networks. These expenditures include advertising for such purposes as personnel recruitment, legal ads, new and used equipment sales, costs for professional sales, and sale of other objects. Costs for professional fees for advertising or public relation services are not recorded here but are charged to Expenditure Object 6319, Other Professional and Technical Services.

6363 Printing and Binding - Expenditures for job printing and binding, usually according to specifications of the LEA. This includes the design and printing of forms and posters as well as printing and binding of LEA publications. Preprinted standard forms are not charged here but are recorded under Expenditure Object 6400, Supplies and Materials.

6370 Dues and Memberships

6371 Dues and Memberships - Expenditures or assessments for membership in professional or other organizations or associations.

6390 Other Purchased Services

6391 Other Purchased Services - Expenditures for all other purchased services not included above such as contracted food service operations.

6398 Other Expenses - Prior year adjustments resulting from differences in the liquidation of accounts payable prior year or corrections to prior year revenue transactions. Function 2320, Executive Administration Services, or Function 2510, Business Support Services, may be assigned.

CODE
CLASS DETAIL

DESCRIPTION

6400 Supplies and Materials - Amounts paid for material items of an expendable nature that are consumed, worn-out, deteriorated in use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

It should be noted that a more thorough classification of expenditures will be achieved by identifying the object with the function, for example, the type of supplies, such as audiovisual supplies or classroom teaching supplies.

For evaluation of a particular supply object, supplies can be broken into subdivisions such as food and other supplies in the food services program. To determine the merit of prepared food versus raw food, two further breakouts could be used: (1) food prepared for serving, and (2) unprepared food.

6410 General Supplies

6411 General Supplies - Expenditures for all supplies for the operation of an LEA, including freight and cartage. If such supplies are handled for resale to pupils, only the net cost of supplies is recorded here.

6420	<u>Free Textbooks</u>
6421	<u>Free Textbooks</u> - Types of materials as defined by Section 170.051, RSMo. Expenditures in excess of revenues should be included in Expenditure Object 6430, Regular Textbooks.
6430	<u>Regular Textbooks</u>
6431	<u>Textbooks</u> - Expenditures for prescribed books (print or electronic media) which are purchased for pupils or groups of pupils, and resold or furnished free to them. This category includes the cost of workbooks, textbook binding or repairs, as well as the net amount of textbooks which are purchased to be resold or rented.
6440	<u>Library Books</u>
6441	<u>Library Books</u> - Expenditures for regular or incidental purchases of library books (print or electronic media) available for general use by students, including any reference books, even though such reference books may be used solely in the classroom. Also recorded here are costs of binding or other repairs to school library books.
6450	<u>Periodicals and Instructional Resource Materials</u>
6451	<u>Resource Materials</u> - Expenditures for periodicals, newspapers, electronic resource (such as CD ROM, VCR tapes, audio tapes), kits, etc., for general use by the school library.
6460	<u>Warehouse Inventory Adjustment</u>

CODE
CLASS DETAIL

DESCRIPTION

6461	<u>Warehouse Inventory Adjustment</u> - Expenditures which are the result of a deficit usually found in an audit or count of items held in a store or warehouse inventory. Expenditures for the purchase of these items are generally debited to General Ledger Asset Account 1311, Warehouse Inventory, and are charged to the proper appropriation as they are requisitioned. <u>Only a loss should be charged to this account.</u> If the physical inventory reflects an overage in items, the excess is debited to the appropriate general ledger asset account.
6470	<u>Food</u>
6471	<u>Food Supplies</u> - Expenditures for food items, including milk, related to School Breakfast, School Lunch, Special Milk, a la Carte Programs, and extra milk used by the kindergarten. Does not include non-food or Title I items.
6472	Not Used

- 6480 Energy - Expenditures for energy including gas, oil, gasoline, and services received from public or private utility companies.
- 6481 Electric - Expenditures for electricity services that are usually provided by public utilities. This includes those same services whether the utility company is public or private. Expenditures for telephone, fax, Internet, postage machine rental and postage are **not** included in this group but are included in Expenditure Object 6361, Communication.
- 6482 Gas-Natural - Fuel for heating purposes.
- 6483 Gas-L.P. - Liquid petroleum used for heating purposes.
- 6484 Fuel Oil - Fuel used for heating purposes.
- 6485 Coal - Coal normally used for heating.
- 6486 Gasoline/Diesel - Expenditures for gasoline/diesel purchased in bulk from a jobber or periodically from a service station.
- 6490 Other Supplies
- 6491 Other Supplies and Materials - Expenditures for all other supplies and materials not included above. Items included here would be food permits, and rent of ice cream machines.

CODE
CLASS DETAIL

DESCRIPTION

- 6500 Capital Outlay - Expenditures for the acquisition of fixed assets or additions to fixed assets. They are expenditures for land or existing buildings; improvements of grounds; construction of buildings; additions to buildings; remodeling of buildings; initial equipment; additional equipment; and replacement of equipment. Lease purchase principal and interest with intent to acquire title must be treated as Capital Outlay. It is important to differentiate between Expenditure Object 6500, Capital Outlay and Function 2540, Operation and Maintenance of Plant. Capital Outlay is an expenditure object, or what is purchased. Using the multidimensional coding structure, Capital Outlay may be related to all functions and subject matter areas should it be so desired. For clarification of maintenance costs see Function 2540, Operation and Maintenance of Plant, and Expenditure Object 6332, Repairs and Maintenance. For improvement costs see Function 4000, Facilities Acquisition and Construction, and Expenditure Object 6521, Buildings, or Expenditure Object 6531, Improvements Other Than Buildings.
- 6510 Land
- 6511 Land - Expenditures for the purchase of land.

6520 Buildings

6521 Buildings - Expenditures for acquiring buildings and additions, either existing or to be constructed. Included are expenditures for installment or lease purchase payments (except interest) which have a terminal date and result in the acquisition of buildings including mobile units, except payments to public school housing authorities or similar agencies. Expenditures for major permanent structural alterations and the initial or additional installation of heating and ventilating systems, electrical systems, plumbing systems, fire protection systems, and other service systems in existing buildings are included as well as professional fees (architect, engineer, etc.) considered as a part of a particular project. Additional expenditures include bond issuance costs on new issues through the MOHEFA Direct Deposit program when the bonds are for funding the acquisition or construction of new buildings or additions.

6530 Improvements Other Than Buildings

6531 Improvements Other Than Buildings - Expenditures for the initial and additional improvement of sites and adjacent ways after acquisition by the LEA, consisting of such work as grading, landscaping, seeding, and planting of shrubs and trees; constructing new sidewalks, roadways, retaining walls, sewers and storm drains; installing hydrants; initial surfacing and oil treatment of athletic fields and tennis courts; furnishing and installing for the first time fixed playground apparatus, flagpoles, gateways, fences, and underground storage tanks which are not parts of building service systems; and demolition work.

Special assessments against the LEA for capital improvements such as streets, curbs, and drains are also recorded here.

6540 Equipment

CODE
CLASS DETAIL

DESCRIPTION

6541 Regular Equipment - Expenditures for the initial, additional, and replacement of equipment items, such as furniture and machinery. This includes expenditures for two-way radios, fax machines, satellite dishes, and cellular phones. In order to differentiate between initial or additional equipment purchases and replacement equipment purchase, it is recommended that subaccounts be established with those titles.

6542 Equipment - Classroom Instructional Apparatus - Expenditures for classroom instructional apparatus other than furniture. (This includes the lease purchase of a musical instrument.)

6550 Vehicles

6551 Vehicles (Except School Buses) - Expenditures for the purchase of conveyances to transport persons or objects.

6552 Pupil Transportation Vehicles (School Buses) - Type A, B, C, or D buses as specified in Missouri Minimum Standards for School Buses. Limited to costs for school bus outright purchase or lease purchase principal only. Interest is a non-allowable school bus depreciation cost and should be coded to Function 5231 - Expenditure Object 6623, Interest - Lease Purchase Agreements. Additional information concerning lease purchase interest as it may be applied to the depreciation schedule can be found in the **Missouri Transportation Aid Document Preparation Manual**.

6590 Other Capital Outlay

6591 Other Capital Outlay - Expenditures for Other Capital Outlay not specifically addressed above (such as administrative fees for bus lease purchase, band uniforms, etc.).

ATTACHMENT G

PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the grantee is committing to participation by or if the grantee is a qualified organization for the blind/sheltered workshop and/or a qualified SDVE, the grantee must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the grantee's bid.

Organization for the Blind/Sheltered Workshop Commitment Table		
By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.		
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.		
2.		

SDVE Participation Commitment Table		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE
1.	%	
2.	%	
Total SDVE Percentage:	%	

ATTACHMENT H
DOCUMENTATION OF INTENT TO PARTICIPATE

If the grantee is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the grant, the grantee must either provide a recently dated letter of intent, signed and dated no earlier than the grantee issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the grantee's bid.

~ Copy This Form For Each Organization Proposed ~

Grantee Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the *grantee* identified above.

Indicate appropriate business classification(s):

_____	Organization for the Blind	_____	Sheltered Workshop	_____	SDVE
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Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop or SDVE)

Contact Name: _____

Email: _____

Address (If SDVE,
provide MO Address): _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification

SDVE's Website
Address: _____

Certification (or attach copy of certification)
Expiration
Date: _____

Service-Disabled
Veteran's (SDV) Name: _____
(Please Print)

SDV's
Signature: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you (*as the participating organization*) have agreed to provide:

Authorized Signature:

Authorized Signature of Participating Organization
(Organization for the Blind, Sheltered Workshop, or SDVE)

Date
(Dated no earlier
than the bid issuance
date)

ATTACHMENT H (continued)

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (the SDV's award letter or the SDV's discharge paper, and the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University*** to which the SDV's Documents were Submitted:

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date SDV's Documents were submitted: _____

Previous grant for which the SDV's Documents were submitted: _____
(if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management's (OA/DPMM) website (www.oa.mo.gov/purch/vendorinfo/sdve.html) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Procurement Officer

Date

ATTACHMENT I

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the DESE has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). (See below for definitions included in section 34.074, RSMo.)

DEFINITIONS:

Service-Disabled Veteran (SDV) is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business Enterprise (SDVE) is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

STANDARDS:

The following standards shall be used by the DESE in determining whether an individual, business, or organization qualifies as a SDVE:

1. Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
2. Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs.
3. Having the management and daily business operations controlled by one (1) or more SDVs;
4. Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
5. Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a grantee meets the standards of a qualified SDVE as stated above, the grantee **must** provide the following with the grant in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a. a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- b. a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- c. a completed copy of this exhibit.

ATTACHMENT I (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed above pursuant to 1 CSR 40-1.050.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management's (OA/DPMM) website (www.oa.mo.gov/purch/vendorinfo/sdve.html) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Procurement Officer

Date